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A COMPLEAT
Body of Conveyancing,
IN
THEORY
AND
PRACTICE.

IN TWO PARTS.

PART I. Contains the *Theory*; wherein the various Ways and Methods of Acquiring, Forfeiting, Conveying, Limiting and Settling all Kinds of Estates, as well Real as Personal; and also the Nature, different Forms, Parts, Operations and Effects of all Kinds of Deeds and Common Assurances, Fines and Recoveries, are fully treated of.

PART II. (In Two Volumes) Contains the *Practice*: Or, PRECEDENTS of Feoffments, Grants, Bargains and Sale, Leases, Releases, Declarations and Limitations of Uses and Trusts, Marriage Settlements, and Private Acts of Parliament, (made for Settling the most considerable Estates in *Great Britain and Ireland*;) Mortgages, Leases, Assignments, Deeds of Charter-party and Copartnership, Bills, Bonds, Releases, Letters of Attorney, &c. Deeds for securing Annuities, &c. and of *Bank, East-India, South-Sea* Stocks, and other Public Funds; and in General all Deeds and Instruments any Ways requisite in Mercantile, Maritime and Plantation Affairs. With *Observations and Opinions* of the most EMINENT CONVEYANCERS. Selected from many Thousand Manuscript Precedents.

COLLECTED BY
EDWARD WOOD, Gent. deceased.

The Whole digested in a Method intirely new, avoiding all Repetitions, and containing a greater Variety of Useful PRECEDENTS than all other Books upon the same Subject now extant.

By **JOHN SALTHOUSE, Gent.**

PART II. VOL. II.

In the SAVOY:

Printed by HENRY LINTOT, Law-Printer to the King's Most Excellent Majesty,
for J. Moorall at the Dove in Bell-Yard, near Lincoln's Inn. 1749.

A COMPLETE Body of Counting IN THE PRACTICE



PART I. Contains the Principles, and various Ways and Methods of Accounting, Bookkeeping, Conveying, Lending and Selling all kinds of Estate, as well as Personal, and also the Nature, Difference, Power, Operations and Effects of all kinds of Bonds and Common Assurances, Fines and Recoveries, are fully stated.

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JOHN SALTHOUSE, Gent.
 PART II VOL. II

Printed by Henry Lister, at the King's Head, in Pall Mall, for J. BELLINGHAM at the House in Pall Mall, near Lincoln's Inn.

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T A B L E

T O T H E

H E A D S and T I T L E S

I N

The Practice of Conveyancing.

Note, I. stands for Volume the First. II. stands for Volume the Second.

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WILL. I.	STEPHEN.	JOHN.	EDW. I.	EDW. III.	HEN. VI.	HEN. VII.	ELIZ.	CHA. I.	WIL. III.
began his	2 Dec.	—04	—78	—52	31 August,	—88	17 Nov.	—31	alone.
Reign, 14	1135.	—05	—79	—53	1422.	—89	1558.	—32	—97
Oct. 1566.	1136	—06	—80	—54	1423	—90	1559	—33	—98
A.D.	—37	—07	—81	—55	—24	—91	—60	—34	—99
1067	—38	—08	—82	—56	—25	—92	—61	—35	1700
—68	—39	—09	—83	—57	—26	—93	—62	—36	—01
—69	—40	—10	—84	—58	—27	—94	—63	—37	—
—70	—41	—11	—85	—59	—28	—95	—64	—38	ANNE.
—71	—42	—12	—86	—60	—29	—96	—65	—39	8 March,
—72	—43	—13	—87	—61	—30	—97	—66	—40	1701.
—73	—44	—14	—88	—62	—31	—98	—67	—41	1702
—74	—45	—15	—89	—63	—32	—99	—68	—42	—03
—75	—46	—16	—90	—64	—33	1500	—69	—43	—04
—76	—47	—17	—91	—65	—34	—01	—70	—44	—05
—77	—48	—18	—92	—66	—35	—02	—71	—45	—06
—78	—49	—19	—93	—67	—36	—03	—72	—46	—07
—79	—50	—20	—94	—68	—37	—04	—73	—47	—08
—80	—51	—21	—95	—69	—38	—05	—74	—48	—09
—81	—52	—22	—96	—70	—39	—06	—75	—49	—10
—82	—53	—23	—97	—71	—40	—07	—76	—50	—11
—83	—54	—24	—98	—72	—41	—08	—77	—51	—12
—84	—55	—25	—99	—73	—42	—09	—78	—52	—13
—85	—56	—26	1300	—74	—43	—10	—79	—53	—14
—86	—57	—27	—01	—75	—44	—11	—80	—54	—
—87	—58	—28	—02	—76	—45	—12	—81	—55	Geo. I.
Will. II.	1154.	—29	—03	—77	—46	—13	—82	—56	1 August,
9 Sept.	1155	—30	—04	—78	—47	—14	—83	—57	1714.
1087.	—59	—31	—05	—79	—48	—15	—84	—58	1715
1088	—60	—32	—06	—80	—49	—16	—85	—59	—16
—89	—61	—33	—07	—81	—50	—17	—86	—60	—17
—90	—62	—34	—08	—82	—51	—18	—87	—61	—18
—91	—63	—35	—09	—83	—52	—19	—88	—62	—19
—92	—64	—36	—10	—84	—53	—20	—89	—63	—20
—93	—65	—37	—11	—85	—54	—21	—90	—64	—21
—94	—66	—38	—12	—86	—55	—22	—91	—65	—22
—95	—67	—39	—13	—87	—56	—23	—92	—66	—23
—96	—68	—40	—14	—88	—57	—24	—93	—67	—24
—97	—69	—41	—15	—89	—58	—25	—94	—68	—25
—98	—70	—42	—16	—90	—59	—26	—95	—69	—26
—99	—71	—43	—17	—91	—60	—27	—96	—70	—27
1100	—72	—44	—18	—92	—61	—28	—97	—71	Geo. II.
HEN. I.	—73	—45	—19	—93	—62	—29	—98	—72	11 June,
1 Aug.	—74	—46	—20	—94	—63	—30	—99	—73	1727.
1100.	—75	—47	—21	—95	—64	—31	—01	—74	1728
1101	—76	—48	—22	—96	—65	—32	—02	—75	—29
—02	—77	—49	—23	—97	—66	—33	—03	—76	—30
—03	—78	—50	—24	—98	—67	—34	—04	—77	—31
—04	—79	—51	—25	—99	—68	—35	—05	—78	—32
—05	—80	—52	—26	—01	—69	—36	—06	—79	—33
—06	—81	—53	—27	—02	—70	—37	—07	—80	—34
—07	—82	—54	—28	—03	—71	—38	—08	—81	—35
—08	—83	—55	—29	—04	—72	—39	—09	—82	—36
—09	—84	—56	—30	—05	—73	—40	—10	—83	—37
—10	—85	—57	—31	—06	—74	—41	—11	—84	—38
—11	—86	—58	—32	—07	—75	—42	—12	—85	—39
—12	—87	—59	—33	—08	—76	—43	—13	—86	—40
—13	—88	—60	—34	—09	—77	—44	—14	—87	—41
—14	—89	—61	—35	—10	—78	—45	—15	—88	—42
—15	—90	—62	—36	—11	—79	—46	—16	—89	—43
—16	—91	—63	—37	—12	—80	—47	—17	—90	—44
—17	—92	—64	—38	—13	—81	—48	—18	—91	—45
—18	—93	—65	—39	—14	—82	—49	—19	—92	—46
—19	—94	—66	—40	—15	—83	—50	—20	—93	—47
—20	—95	—67	—41	—16	—84	—51	—21	—94	—48
—21	—96	—68	—42	—17	—85	—52	—22	—95	—49
—22	—97	—69	—43	—18	—86	—53	—23	—96	—50
—23	—98	—70	—44	—19	—87	—54	—24	—97	—51
—24	—99	—71	—45	—20	—88	—55	—25	—98	—52
—25	—01	—72	—46	—21	—89	—56	—26	—99	—53
—26	—02	—73	—47	—22	—90	—57	—27	—01	—54
—27	—03	—74	—48	—23	—91	—58	—28	—02	—55
—28	—04	—75	—49	—24	—92	—59	—29	—03	—56
—29	—05	—76	—50	—25	—93	—60	—30	—04	—57
—30	—06	—77	—51	—26	—94	—61	—31	—05	—58
—31	—07	—78	—52	—27	—95	—62	—32	—06	—59
—32	—08	—79	—53	—28	—96	—63	—33	—07	—60
—33	—09	—80	—54	—29	—97	—64	—34	—08	—61
—34	—10	—81	—55	—30	—98	—65	—35	—09	—62
—35	—11	—82	—56	—31	—99	—66	—36	—10	—63
—36	—12	—83	—57	—32	—01	—67	—37	—11	—64
—37	—13	—84	—58	—33	—02	—68	—38	—12	—65
—38	—14	—85	—59	—34	—03	—69	—39	—13	—66
—39	—15	—86	—60	—35	—04	—70	—40	—14	—67
—40	—16	—87	—61	—36	—05	—71	—41	—15	—68
—41	—17	—88	—62	—37	—06	—72	—42	—16	—69
—42	—18	—89	—63	—38	—07	—73	—43	—17	—70
—43	—19	—90	—64	—39	—08	—74	—44	—18	—71
—44	—20	—91	—65	—40	—09	—75	—45	—19	—72
—45	—21	—92	—66	—41	—10	—76	—46	—20	—73
—46	—22	—93	—67	—42	—11	—77	—47	—21	—74
—47	—23	—94	—68	—43	—12	—78	—48	—22	—75
—48	—24	—95	—69	—44	—13	—79	—49	—23	—76
—49	—25	—96	—70	—45	—14	—80	—50	—24	—77
—50	—26	—97	—71	—46	—15	—81	—51	—25	—78
—51	—27	—98	—72	—47	—16	—82	—52	—26	—79
—52	—28	—99	—73	—48	—17	—83	—53	—27	—80
—53	—29	—01	—74	—49	—18	—84	—54	—28	—81
—54	—30	—02	—75	—50	—19	—85	—55	—29	—82
—55	—31	—03	—76	—51	—20	—86	—56	—30	—83
—56	—32	—04	—77	—52	—21	—87	—57	—31	—84
—57	—33	—05	—78	—53	—22	—88	—58	—32	—85
—58	—34	—06	—79	—54	—23	—89	—59	—33	—86
—59	—35	—07	—80	—55	—24	—90	—60	—34	—87
—60	—36	—08	—81	—56	—25	—91	—61	—35	—88
—61	—37	—09	—82	—57	—26	—92	—62	—36	—89
—62	—38	—10	—83	—58	—27	—93	—63	—37	—90
—63	—39	—11	—84	—59	—28	—94	—64	—38	—91
—64	—40	—12	—85	—60	—29	—95	—65	—39	—92
—65	—41	—13	—86	—61	—30	—96	—66	—40	—93
—66	—42	—14	—87	—62	—31	—97	—67	—41	—94
—67	—43	—15	—88	—63	—32	—98	—68	—42	—95
—68	—44	—16	—89	—64	—33	—99	—69	—43	—96
—69	—45	—17	—90	—65	—34	—01	—70	—44	—97
—70	—46	—18	—91	—66	—35	—02	—71	—45	—98
—71	—47	—19	—92	—67	—36	—03	—72	—46	—99
—72	—48	—20	—93	—68	—37	—04	—73	—47	—01
—73	—49	—21	—94	—69	—38	—05	—74	—48	—02
—74	—50	—22	—95	—70	—39	—06	—75	—49	—03
—75	—51	—23	—96	—71	—40	—07	—76	—50	—04
—76	—52	—24	—97	—72	—41	—08	—77	—51	—05
—77	—53	—25	—98	—73	—42	—09	—78	—52	—06
—78	—54	—26	—99	—74	—43	—10	—79	—53	—07
—79	—55	—27	—01	—75	—44	—11	—80	—54	—08
—80	—56	—28	—02	—76	—45	—12	—81	—55	—09
—81	—57	—29	—03	—77	—46	—13	—82	—56	—10
—82	—58	—30	—04	—78	—47	—14	—83	—57	—11
—83	—59	—31	—05	—79	—48	—15	—84	—58	—12
—84	—60	—32	—06	—80	—49	—16	—85	—59	—13
—85	—61	—33	—07	—81	—50	—17	—86	—60	—14
—86	—62	—34	—08	—82	—51	—18	—87	—61	—15
—87	—63	—35	—09	—83	—52	—19	—88	—62	—16
—88	—64	—36	—10	—84	—53	—20	—89	—63	—17
—89	—65	—37	—11	—85	—54	—21	—90	—64	—18
—90	—66	—38	—12	—86	—55	—22	—91	—65	—19
—91	—67	—39	—13	—87	—56	—23	—92	—66	—20
—92	—68	—40	—14	—88	—57	—24	—93	—67	—21
—93	—69	—41	—15	—89	—58	—25	—94	—68	—22
—94	—70	—42	—16	—90	—59	—26	—95	—69	—23
—95	—71	—43	—17	—91	—60	—27	—96	—70	—24
—96	—72	—44	—18	—92	—61	—28	—97	—71	—25
—97	—73	—45	—19	—93	—62	—29	—98	—72	—26
—98	—74	—46	—20						

PART II. VOL. II.

The Practice of Conveyancing.

Covenants.

I. General Covenants in most Sorts of Deeds.

Referred to from many Places in this Practical Part.

The Beginning of a Covenant of one Person to one Person.

AND the said *A.B.* for himself, his Heirs, Executors and Administrators, (or, for himself, his Executors and Administrators, *without the Word Heirs, as the Case requires*) and for every of them, doth covenant, promise and agree, to and with the said *C.D.* his Heirs, Executors and Administrators, (or, his Heirs and Assigns, or, his Executors, Administrators and Assigns, *as the Case requires*) by these Presents, in Manner and Form following, (that is to say) **That**, &c.

Of several Persons to one.

AND the said *M.C. W.M. S.M. and A.M.* each for him, her and themselves, and for his, her and their several and respective Heirs, Executors and Administrators severally, and not jointly, nor the one for the other, nor for the Heirs, Executors, Administrators, Acts or Deeds of the other of them, *Do*, and each and every of them *Doth* covenant, promise and grant, to and with the said *P.C.* her Heirs and Assigns, by these Presents, in Manner and Form following, (that is to say) **That**, &c.

Of a Husband for himself and Wife (with two other Persons).

AND the said *A.* for himself and the said *H.* his Wife, and the said *D.G. H. &c.* for him and herself, and his and her Heirs only, do severally, and not jointly, nor one for the other, do severally and respectively covenant, &c.

Another, when he covenants for their Heirs, &c.

AND the said *A.B.* for himself, his Heirs, Executors and Administrators, and for the said *E.* his Wife, her Heirs and Assigns, doth covenant, &c.

Covenant that no Act is done to incumber the Premises.

AND the said *A. J.* for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree, to and with the said *J. S.* her Executors, Administrators and Assigns, (Thus you say in an Assignment, but in a Release in Fee, &c. say, Heirs and Assigns) by these Presents, in Manner and Form following, (that is to say) That she the said *A. J.* hath not at any Time heretofore (If in an Assignment by an Executor say, That neither the said — deceased, in his Life-time, nor the said — since his Death, have or hath made, &c.) made, done, committed, or * wittingly or willingly suffered any Act, Deed, Matter or Thing whatsoever, whereby or by Means or Occasion whereof the herein before assigned Messuages, or Tenements and Premises, (Or in a Release in Fee, say, The Hereditaments and Premises herein before mentioned, or intended to be

Covenants.

by him hereby released, *Or in a Deed of Partition, say, The Manor, &c. herein before elected, allotted and limited for the Part and Share of the said — in the said hereby granted and released Premises) or any Part thereof, are, is, shall or may be in any wise impeached; charged or incumbered in Title, Charge, Estate, or otherwise howsoever.*

Or if Deeds, &c. be recited, it may be proper to say,

— * By Means whereof the said several recited Indentures, &c. or either of them, or the said Messuage, &c. and all and singular other the Premises herein before recited, or any Part, &c. or their or any of their Rights, Members and Appurtenances thereby granted, bargained, &c. are, &c.

In an Assignment of Rents or yearly Sums.

— Hath not at any Time heretofore assigned, incumbered, or by any Ways or Means whatsoever discharged the said yearly Rents or Sums of — or any or either of them, or any Part, &c. so due, reserved and payable to the said T. E. as aforesaid.

In a Deed of Infranchisement of Copyhold Premises.

— That he the said J. L. hath not granted, sold or conveyed the said Messuage, &c. or any of them, or any Part or Parcel thereof, to any Person or Persons, otherwise than as Copyhold, or at any Time granted, sold, conveyed or assigned the same Premises, or any of them, or any Part or Parcel thereof, or of any of them, or the Reversion, Freehold or Inheritance of the same Premises, or any of them, or of any Part or Parcel thereof, unto any other Person or Persons whatsoever.

In a Release of an Advowson.

— That he the said J. F. hath not at any Time heretofore made any prior or other Grant of the said Advowson, Donation, free Disposition, Right of Patronage and Premises, or granted any Turn or Presentation thereunto, or done any Act, Matter or Thing, that shall or may incumber the Premises hereby granted in Title, Charge, Estate, or otherwise howsoever.

In a Release of a Legacy, and of all Title to the Land chargeable therewith.

— That he the said J. W. has not at any Time heretofore assigned the Legacies, or either of them, or done any Act, Matter or Thing, whereby the said Lands are or may be incumbered in Title, Charge, Estate, or otherwise howsoever.

That the Releasor is the right Owner, and will stand seised till a good Estate in Fee-simple is vested in the Releasee.

Right Owner,
and lawfully
seised, &c.

— That he the said W. K. for and notwithstanding any Act, Matter or Thing by him done or committed to the contrary thereof now at the Time of the Sealing and Delivery of these Presents, is the very true, sole, rightful and lawful Owner of the said — and Premises, and doth stand seised thereof, and of every Part and Parcel thereof, in his Demesne as of Fee, and so will continue to do, until a good and sufficient Estate in Fee-simple of and in the said Premises shall be lawfully and fully vested and settled in and upon the said J. K. his Heirs and Assigns, according to the true Intent and Meaning of these Presents.

That two Leases assigned are good in Force, and not void or voidable.

AND that (for and notwithstanding any Act, Deed, Matter or Thing whatsoever had, made, done, committed or willingly suffered by her the said A. J. to the contrary) * the said herein before recited and assigned two Indentures of Lease now at the Time of the Executing these Presents, are good, valid and effectual Leases in the Law, and that the same, and each of them, now are and stand in full Force and Virtue for all the Residue of the said several Terms of — thereby respectively granted; and that the said Leases, or either of them, are not forfeited, surrendered, or otherwise become void or voidable.

That a Lease is good, and shall continue so during a Person's Life, &c.

— * The said herein before recited Indenture of Demise or Lease, is a good and sufficient Lease valid in the Law, and shall from Time to Time continue so to be for and during the said Term of 44 Years, or so much thereof as she the said B. F. shall happen to live, and is not, nor shall be forfeited, surrendered or made void or voidable.

That the Party is seised, &c.

AND the said J. G. for himself, his Heirs, &c. doth covenant, &c. to and with the said E. G. and T. M. their Heirs and Assigns, by these Presents, in Manner and Form following, viz. That (for and notwithstanding any Act, Matter or Thing whatsoever by him the said J. G. (or any of his Ancestors) or thus, (or by the aforesaid B. the late Father, or C. the late Uncle of the said A. or either of them, or any other Person or Persons lawfully claiming or to claim by, from, under or in Trust, or any of them) had made, done, committed or suffered to the contrary) (other than and except as herein after is excepted) he the said J. G. at (and immediately before) the Time of the Sealing and Delivery of these Presents is lawfully and rightfully (lawfully and solely) seised of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-simple, of and in the said Messuages, or Tenements and Premises hereby released, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, without any Manner of Remainder or Remainders over, Condition, Power of Revocation, Trust, Limitation, or any Use or Uses, Estate or Estates, or any other Restraint, Act, Matter or Thing whatsoever, to alter, change, charge, incumber, defeat, evict, determine or make void the same Estate in any wise howsoever, (except as herein after is excepted).

From a Husband for himself and Wife, that they are seised to their Use, and to the Use of the Heirs and Assigns of the Wife, of Lands in Expectancy.

— He the said A. and B. his Wife now, &c. seised, &c. in Fee-simple, to the Use of them the said A. and B. his Wife, and the Heirs and Assigns of the said B. immediately expectant on the Death or Decease of — without any Remainder, &c.

That two of the Vendors are seised in Fee of two third Parts of the Premises.

AND the said A. for himself and the said G. his Wife, and the said B. for himself and the said H. his Wife, and for either and every of them, their and either and every of their respective Heirs, Executors and Administrators, do covenant, &c. That (for and notwithstanding, &c.) they the said A. and G. his Wife, and B. and H. his Wife, at the Time, &c. are, or some or one of them is the true and lawful Owner or Owners, and are and stand, or some or one of them is, are or do, or doth stand lawfully and rightfully seised of and in two full third Parts, the Whole into three equal Parts divided of the said Messuages, &c. in Fee-simple, &c.

One Vendor of one third Part.

AND the said C. for himself, &c. doth covenant, &c. That (for and notwithstanding, &c.) he the said C. at the Time, &c. is the true and lawful Owner of, and stands lawfully and rightfully seised of and in one full third Part, the Whole into three equal Parts divided of and in the said Messuages, &c.

That the Vendors are severally seised of their Shares before mentioned.

AND the said A. B. and C. for themselves, their Heirs, &c. severally and respectively, and not jointly, nor one, &c. do covenant, &c. That (for, &c.) they the said A. B. and C. now, &c. are, and each of them is and standeth lawfully seised of and in the several Parts, Purparts and Proportions of and in the said Messuage, &c.

That

That a Lord of a Manor is lawfully seised of Copyhold Premises, subject to the Estate of the Copyholder.

AND the said *T. P.* for himself, his Heirs, Executors and Administrators, doth covenant, &c. to and with the said *C. R.* his Heirs and Assigns, that he the said *T. P.* at the Time of the Enfealing and Delivery of these Presents, is lawfully, rightfully and absolutely seised of the Freehold and Inheritance of the said Copyhold Premises in Fee-simple, subject to such Estate and Interest as the said *C. R.* had therein as a Copyholder, by Virtue of the Custom of the said Manor.

That the Assignor has Power to assign.

Power to convey.

AND also that (for and notwithstanding any such Act, Deed, Matter or Thing committed, done or suffered as aforesaid, (except, &c.) she the said *A. J.* now at the Time of the Sealing and Delivery of these Presents, hath in herself good Right, true Tide, full Power, and lawful and absolute Authority to grant, bargain, sell, assign and set over the said two Messuages or Tenements, and all and singular other the herein before assigned Premises, with their and every of their Appurtenances, unto the said *J. S.* her Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several and respective Terms of — Years, in Manner and Form and subject as aforesaid, according to the true Intent and Meaning of these Presents.

That Grantor, Bargainor or Releasor, has good Right or Power to convey.

— That they the said *E. J.* and *J. D.* or one of them, now (at the Time of Sealing and Delivery of these Presents) have or hath in him, her or themselves good Right, &c. (as above) * to grant, bargain, sell, release and confirm all and singular the said herein before granted and released Messuage or Tenements, Lands, Hereditaments and Premises, and all and singular other the Premises herein before mentioned, or intended to be hereby granted, &c. and every Part and Parcel thereof, with their and every of their Appurtenances, unto and to the Use of the said *T. B.* his Heirs and Assigns for ever, (in Manner as aforesaid, and according to the true Meaning of these Presents).

Or these Words may be sometimes necessary:

— Confirm two full third Parts (the Whole into three equal Parts divided) of and in the said — one full third Part (the Whole into three equal Parts divided) of and in, &c.
— the several Parts, Purparts and Proportions, of and in the said, &c.

Another.

AND also that (for and notwithstanding any such Act, Matter or Thing as aforesaid, he the said *J. G.*) hath good Right, &c. and every Part and Parcel thereof, with the Appurtenances, by these Presents, and by the Fine herein before covenanted to be levied to the Uses, Intents and Purposes herein before mentioned and declared, and in Manner and Form aforesaid.

Good Right to limit the Premises.

— Good Right, full Power and Authority to limit and settle all and singular, &c. (excepting only as before excepted) in Manner and Form aforesaid.

Another.

— To grant, convey, limit and settle the said (Freehold) Premises, upon the several and respective Trusts herein before mentioned and declared of and concerning the same respectively, and that the said (Freehold) Premises shall continue, be and remain, to and upon the several and respective Trusts, and with and under and subject to the several Covenants, Provisoos, Powers and Agreements herein and hereby mentioned, limited and declared of and concerning the same, free and clear, &c.

That

Other Words.

- Two full and equal third Parts of the said Messuages, &c.
- Enjoy the said several Parts, Purparts and Proportions, of and in, &c.

In a Marriage Settlement.

— J. S. and C. P. (*the Trustees*) shall and may from Time to Time, &c. have, hold and enjoy as well the said hereby released and assigned Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises; and also the said Annuities and other the Premises so vested in them as aforesaid; nevertheless upon the several Uses and Trusts, and subject to the several Provisoes and Agreements herein and hereby mentioned, limited, expressed and declared of and concerning the same, without any Let, Disturbance or Interruption of the said J. E. (*the intended Husband*) or any Person or Persons claiming or to claim by, from or under him the said J. E. his Executors, Administrators or Assigns, or by his or their Act, Means, Consent, Default, Privity or Procurement.

Another.

AND further, that all and singular the said Messuages, or Tenements and Premises; with their and every of their Appurtenances for ever hereafter, shall remain, continue and be to the several Uses, Intents and Purposes herein before limited, expressed and declared, without any the Let, Suit, Trouble, Denial, Expulsion, Eviction or Interruption of or by the said J. G. or any other Person, &c.

In a Deed of Partition.

— The said P. C. her Heirs and Assigns, shall, &c. enjoy the said Manor, &c. herein before allotted and limited to the Use of the said P. C. as and for her Part and Share of and in the said hereby granted and released Manor, &c. with their Appurtenances, and to receive, &c. — demand whatsoever of or by the said M. C. W. M. S. M. and A. his Wife, or any or either of them, their or either of their Heirs or Assigns, or of or by any other Person, &c.

In a Deed of Exchange.

— Enjoy the said — and all and singular other the Premises hereby granted or released by the said Lord Viscount St. J. *in Exchange*, as aforesaid, or mentioned or intended so to be, with their Appurtenances, and to receive, &c. or any of them, (*excepting as hereafter excepted*).

In an Assignment of Rents.

— The said T. E. doth by these Presents impower the said F. A. his Executors, &c. to receive and take the said yearly Rents or Sums of — and every of them, and every Part and Parcel of them, and all other Rents whatsoever, reserved and payable to the said T. E. his Executors, &c. by Virtue of the said recited Indenture of Lease, without the Let or Disturbance of the said T. E. his Executors and Administrators, or of or by any other, &c.

For peaceable Enjoyment of Freehold and Copyhold Lands, particularly described.

— Lawful to, &c. said D. his, &c. from Time, &c. peaceably and quietly to enter into, have, hold, possess and enjoy all that Messuage, &c. situate, &c. late in the Possession, &c. being the Freehold Part of the said Messuage, &c. in and by the said recited Indenture or Deed of Trust mentioned to be in the Possession of the said — and all that Messuage, &c. late in the Possession of T. and now in the Possession of — (the said several Messuages, &c. last mentioned, being the Premises intended to be conveyed, surrendered and assured, in and by these Presents, and the said Surrender so made, or to be made as aforesaid, without any lawful Let, &c. and free and clear, &c. of and from all or any Charitable Gifts and Payments given or appointed to be paid by the Wills of — to — and of and from all Manner of former and other Gifts, &c. (the Rents, &c. excepted.)

That a Lessee shall peaceably enjoy.

AND the said *J. A.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *D. B.* his Executors, Administrators and Assigns, paying the said yearly Rent hereby reserved, and well and truly doing, observing, performing, fulfilling and keeping all and every the Covenants, Articles and Agreements herein contained, which on his and their Part and Behalves are and ought to be paid, performed and kept, according to the true Intent and Meaning of these Presents, shall or lawfully may peaceably and quietly have, hold, occupy and enjoy all and singular the Premises, with the Appurtenances hereby demised, or mentioned or intended so to be, during all the said Term hereby granted, without any Let, Suit, Trouble, Denial, Eviction, Expulsion or Interruption for or by the said *J. A.* his Executors, Administrators or Assigns, or any of them, or any Person or Persons lawfully claiming or to claim by, from or under him, them, or any of them, or by or through his, their or any of their Act, Means, Right, Title, Interest, Default, Consent or Procurement.

That a Lessee of a Parson and Churchwardens (Lessors) shall peaceably enjoy.

AND the said Parson and Churchwardens for themselves and their Successors do covenant and grant to and with the said *E. E.* his, &c. that the said *E. E.* &c. without the Let, &c. of the said Parson and Churchwardens, or any or either of them, or of any or either of their Successors for the Time Being, or of any other Person or Persons having or lawfully claiming any Estate, Right, Title or Interest of, in, to or out of the said Messuage, Tenement and Premises, by, from or under them, any or either of them.

That Assignees of Debts in Trust may peaceably receive the Debts.

AND that it shall and may be lawful to and for the said *T. J.* and *N. F.* or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, to have, receive, perceive and take all and singular the assigned Premises, to and for the Uses, Trusts and Purposes above mentioned, without any the lawful Let, Suit, Hindrance or Disturbance of them the said *M. T.* and *J. M.* or either of them, or any or either of their Executors or Administrators.

In a Deed of Infranchisement from a Lord to his Copyholder.

AND that (notwithstanding any Act, Matter or Thing whatsoever done, committed, or wittingly or willingly suffered by him the said *J. L.* to the contrary, and notwithstanding any Usage or Custom whatsoever of or within the said Manor of *E.*) he the said *C. W.* his Heirs and Assigns, and every of them, shall or lawfully may, &c. peaceably and quietly hold and enjoy all, &c. as his and their own Freehold Estate, and so acquitted and exonerated of and from all and every such Payments, Rents, Duties and Services as aforesaid, without any Let, Suit, Trouble, &c. of, from or by him the said *J. L.* his Heirs or Assigns, or any of them, or of any other Person having, &c. Estate, &c. under him, them, or any of them.

Another.

AND further, that the said *C. R.* his Heirs and Assigns, shall and may from Time, &c. for ever hereafter peaceably and quietly enter into, have, hold and enjoy the said Premises hereby enfranchised, and receive the Rents and Profits thereof to his and their own Use, without any Let, &c.

In a Mortgage by Lease.

AND if Default shall happen to (or say, that after Default shall) be made in Payment of the said Sum of — or any Part thereof, contrary to the Tenor of the above mentioned Proviso (Covenant, Condition or Agreement) in that Behalf, (or say, or any Part thereof, at the Days, Times and Place herein before limited, mentioned and appointed for Payment thereof) that then and in such Case he the said *E. S.* his Executors, &c. shall and may have, hold and enjoy the Manors, &c. and receive and take the Rents, &c. to his and

and their own Use and Uses during the Residue of the said several and respective Terms of 21 Years and 500 Years so respectively granted as aforesaid, without the Let, &c. freed, &c.

The like, and to keep down the Interest.

— Proviso it shall and may be lawful to and for the said J. F. his Executors, &c. peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said, &c. and the Rents, &c. to have, take and receive to his and their own Use, &c. without the Let, &c. (except, &c.) **And further**, that he the said J. Lord W. shall and will pay and keep down the Interest of the said Sum of, &c. so as the same may not prejudice the Security hereby given to the said J. F.

In a Release of a Rent-Charge.

— Enjoy the said Manors, &c. purchased by them of the said J. B. as aforesaid, without, &c. Distress or Demand of, &c. or any claiming, &c. the said Rent or Sum of 100 l. a Year, by, from, &c. freed, &c.

In a Deed of Appointment.

— Shall and may peaceably and quietly have, hold, possess and enjoy the said Manors, and all and singular the Premises herein before mentioned, and intended to be hereby limited and appointed, and receive and take the Rents, &c. without, &c. freed, &c.

Free from Incumbrances in an Assignment of a Lease.

AND that free, clear and absolute, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise well and sufficiently saved; kept harmless and indemnified by the said A. J. her Executors and Administrators, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Leases, Surrenders, Forfeitures, Arrears of Ground Rent and Taxes, Statutes, Judgments, Executions, and all other Titles, Troubles, Charges and Incumbrances whatsoever had, made, done, committed or suffered by her the said A. J. (save and except and subject in Manner aforesaid).

In a Release.

— Discharged by the said — his Heirs, Executors or Administrators, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dower, and Titles of Dower and Thirds, Uses, Trusts, Wills, Intails, Debts, Annuities, Statutes Merchant and of the Staple, Recognisances, Judgments, Extents, Executions, Forfeitures, Rents and Arrearages of Rent, and all other Estates, Titles, Troubles, Charges, Debts, Demands and Incumbrances whatsoever, at any Time heretofore had, made, done, committed or suffered by him the said J. D. or any of the Ancestors of the said J. D. or any Person or Persons whatsoever lawfully claiming or to claim by, from, under or in Trust for him, or by his or their Act, Means, Consent, Privy, Default or Procurement, (save and except as before appears in and by these Presents), (or, save and except one Lease made upon one Part of the Premises to — at the yearly Rent of — whereof there is about seven Years yet now to come). *Vide Tit. Exceptions.*

Note; sometimes Things chargeable on the Premises may be mentioned thus: And also freed and discharged, and at all Times sufficiently saved harmless and indemnified by the said — his, &c. of and from the yearly Payment, Sum or Rent of — during the Life of — the, &c. and the, &c. wherewith the said Premises, herein before mentioned to be bargained and sold, are by the said E. among other Lands in and by the before recited Indenture, charged, &c.

That the Premises shall be to the Trusts in a Settlement free from Incumbrances.

AND also that the said Messuages, &c. herein before mentioned and intended to be hereby limited and settled, shall remain and be to and for the several Uses, Intents and Purposes, upon the Trusts, and under and subject to the Provisoes, Limitations and Agreements aforesaid, touching or concerning the same respectively, free and clear, &c.

From a Trustee to the Purchasers, that he has not incumbered the Premises.

AND the said B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said D. and E. their Heirs and Assigns severally, by these Presents, that he the said B. has not at any Time heretofore made, done or committed any Act, Matter or Thing whatsoever, whereby, wherewith, or by Means whereof the said Manor, &c. Hereditaments, and all or any other the herein before mentioned or intended to be hereby granted, released and confirmed, or any Part or Parcel thereof, now are, or is, or at any Time hereafter shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. *The like Covenant for the other Trustee.*

That at the Time of making a Conveyance (pursuant to Covenant or a Declaration of Trust) the Premises shall be free from Incumbrances.

AND further, that at the Time of making such Conveyance or Assurance as aforesaid, the said — shall be free and clear, and freely and clearly discharged of and from all and all Manner of former Bargains, Sales, Gifts, Grants and Incumbrances whatsoever then before had, made, committed or done by the said R. D. his Heirs or Assigns, or any of them.

That the Premises after a Recovery is suffered shall be free from Incumbrances.

AND also that the said Manor, &c. and Premises with the Appurtenances herein before limited in Use to the said S. R. and S. S. and their Heirs, subsequent to the said intended Recovery as aforesaid, and every Part thereof, shall for ever hereafter remain and continue unto the Use of the said S. R. and S. S. their Heirs and Assigns, free and clear, and freely and clearly discharged, &c.

In a Mortgage.

— Of and from all Prior or other Gifts, Grants, Mortgages and Incumbrances whatsoever, except, &c.

In a Deed of Infranchisement from a Lord to his Copyholder.

AND that freely, clearly and absolutely enfranchised, acquitted, and discharged for ever by these Presents, of and from all and all Manner of yearly or other Payments, Rent, Quit-Rent, Chief-Rent, Customary or Copyhold Rent, Heriots, Fealty, Suit of Court, and other usual and Customary Duties or Services whatsoever, which by or according to the Custom of the said Manor of E. the said Premises, or any Part or Parcel of them, as Copyhold held and Parcel of the said Manor.

Another.

AND that free and clear, and freely and clearly acquitted and discharged of and from all Fines, Quit-Rents, Court-Fines, Heriots, Duties, Suits, Services, Grants, Bargains, Sales, Mortgages, Judgments, Executions, and all other Titles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by the said T. P. and W. P. his Father, or any of his Ancestors.

In a Deed of Appointment.

— freed and discharged of and from all former and other Limitations, Appointments, Gifts, Grants, Bargains, Sales, Mortgages, Estates, Titles, Trusts, Debts, Charges, Demands and Incumbrances whatsoever.

Covenants for further Assurance.

AND moreover (lastly) that she the said A. J. and her Heirs (*her Executors and Administrators*) and all and every other Person and Persons whatsoever lawfully or equitably claiming or to claim, (*or which shall or may have or lawfully or equitably any Claim.*) Estate, Right, Title, (*Terms of Years*) or Interest of, in or to the said herein before granted

Further Assurance.

ed and released Hereditaments and Premises, (or of, in, and to the said Premises before mentioned or intended to be bargained, sold, released and to be surrendered as aforesaid,) (assigned Messuages or Tenements and other the Premises) or any Part or Parcel thereof, by, from, under or in Trust for her or them; (and in Releases, or by, from or under any of the Ancestors of the said A.) (save and except the said A. P. her Executors, Administrators and Assigns, for and in Respect only of the said Principal Sum of — and all Interest-Monies so secured to her and them as aforesaid, until the same shall be fully paid and satisfied, or saved and except such Person or Persons claiming or to claim by Virtue or under the said Lease so made to the said — as aforesaid,) shall and will at any Time or Times hereafter, (or from Time to Time and at all Times hereafter, within the Space of — Years now next ensuing the Date of these Presents) (during the now Residue of the said several Terms of Years) upon the reasonable Request, and at the proper Costs and Charges in the Law of the said J. S. her Heirs or Assigns, (Executors, Administrators and Assigns) make, do, (acknowledge, suffer, levy) and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, (Devises, Conveyances, Assignments) and Assurances in the Law whatsoever (be the same by Fine or otherwise,) for the further, better and more perfect, absolute and satisfactory vesting, settling, granting, conveying, (assigning), assuring, (surrendring) and confirming all and singular the said hereby granted and released Hereditaments and Premises, (the said Messuages or Tenements, and all and singular other the herein before assigned Premises) with their and every of their Appurtenances, and every Part and Parcel thereof, unto (and for the Use of) the said J. S. her Heirs and Assigns for ever, (her Executors, Administrators and Assigns, for and during all the Residue of the said several Terms of — Years and — Years, which shall be therein respectively then to come and unexpired, (subject nevertheless in Manner as aforesaid) be the same by Fine, Recovery, or otherwise howsoever, (or be it by Fine or Fines, Recovery or Recoveries, with single, double or treble Voucher or Vouchers, or Deed or Deeds inrolled or not inrolled, the Inrollment of these Presents, Release or Confirmation with Warranty or otherwise without Warranty, or by all or any of the said Ways or Means, or by any other Ways or Means whatsoever,) as by the said J. S. her Heirs or Assigns, (her Executors, Administrators or Assigns,) or her or their Counsel learned in the Law shall in that Behalf be reasonably advised or required, so as no Person or Persons for doing thereof be obliged or compelled to go above — Miles, (or to Travel further than the Cities of London or Westminster, or one of them,) from his, her or their then Place of Abode or Habitation, (and so as such further Assurance or Assurances contain no other or further Covenants or Warranty than against the Party making request to execute the same, and his Heirs (Executors and Administrators) only, and all Persons lawfully claiming, or which shall lawfully claim, by, from or under him, them, or any of them.

In a Release of an Annuity.

— That the the said A. J. and all and every other Person and Persons whomsoever, lawfully claiming or to claim, by, from or under her, the said hereby released Annuity, or any Part thereof, shall and will at any Time hereafter during the Life of her the said A. J. upon the reasonable, &c. of the said J. S. her Executors or Administrators, make, &c. for the further, better and more effectual releasing and surrendring the said Annuity or yearly Sum of — unto the said J. S. her Executors and Administrators, as by, &c.

In a Marriage Settlement.

— That the said J. E. (the intended Husband) his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter upon, &c. of the said J. S. and C. P. (the Trustees) their Executors, &c. make, &c. in the Law whatsoever, as well for the Corroborating and Strengthening of these Presents, as also for the further and better Conveying, Assigning, Assuring and Confirming of all and singular the herein before mentioned and intended to be hereby released and assigned Freehold and Leasehold Premises, as likewise of the said Annuities, Stocks, and other the Premises respectively, unto them the said J. S. and C. P. their Heirs, Executors and Assigns respectively; (Nevertheless to the several Uses, upon the several Trusts, Intents and Purposes, and subject to the several Provisoes, Conditions and Agreements herein and hereby respectively mentioned, expressed and declared of and concerning the same,) as by their or any of their Counsel learned in the Law shall in that Behalf be reasonably advised or required.

In a Deed of Partition.

— The said Manor, &c. herein before elected, allotted and limited to the said P. C. as and for her Part and Share of and in the said hereby granted and released Manor, &c. or any Part or Parcel thereof, by, from or under the said M. C. W. M. S. M. and A. his Wife, and S. M. any or either of them, their, any or either of their Heirs or Assigns, or in Trust for them, or any or either of them, shall, &c. for the better Assuring, Conveying, Surrendring and Confirming of the said Manor, &c. herein before elected, allotted and limited in Use to the said P. C. as and for her Part and Share of and in the said hereby granted and released Manor, &c. or any Part or Parcel thereof, with their and every of their Appurtenances, unto and to the Use of the said P. C. her Heirs and Assigns, be the same, &c.

In a Deed of Exchange.

— hereby granted or released by the said Lord V. St. J. in Exchange as aforesaid, or mentioned or intended so to be, &c.

In a Deed of Infranchisement.

— for the further, better, more perfect and absolute Infranchising and Making free, Conveying and Assuring the said Messuage, &c.

Another.

— for the further and better Assuring, or Infranchising and Conveying the said Premises hereby granted, or intended so to be, to and to the Use of the said C. R. his Heirs and Assigns, as by, &c.

In a Mortgage by Lease.

AND also, that if any Default shall happen to be made in Payment of the said Sum of — or any Part thereof, contrary to the Tenor of the aforesaid Covenant, Condition or Agreement in that Behalf, that then and at all Times from thenceforth, he the said R. S. his Heirs or Assigns, and all and every other Person or Persons, having or lawfully claiming any Estate, &c. shall and will, &c.

Another.

AND moreover, that after such Default shall be made in Payment of the said Sum of, &c. contrary to the true Intent and Meaning of these Presents, he the said J. Lord W. shall and will do or cause to be done any further, &c. for the further and better Assuring the said Premises to the said J. F. his, &c. during the Residue of the said Term of — Years, as shall be then to come and unexpired, discharged of the said Proviso, and his the said J. Lord W.'s Right, Power and Equity of Redemption, as he the said J. F. his Executors, &c.

That all further Assurances shall enure to the Purchaser.

AND it is covenanted, declared and agreed by and between all the said Parties to these Presents, for themselves, their Heirs and Assigns, that all and every such further and other Assurance and Assurances which shall or may at any Time or Times hereafter be made, levied, suffered or executed by or between the said Parties to these Presents, or any of them of the said Manor, &c. Hereditaments, and all or any other the Premises herein before mentioned or intended to be hereby granted, released and confirmed, or any Part or Parcel thereof, shall be and enure, and are intended and shall be construed and taken, and are hereby declared by all the said Parties to these Presents, to be and enure to and for the only proper Use and Behoof of the said D. and E. and of their Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever.

Further Assurance to enure to the Purchaser.

Another.

Another by Co-Heirs.

— That all Fine and Fines, Feoffment and Feoffments, Recovery and Recoveries, Conveyance and Conveyances, Assurances, Acts, Deeds and Things whatsoever, hereafter to be had, made, &c. by or between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties of the said several Messuages, &c. or any Part or Parcel thereof, shall be and enure, &c.

To levy a Fine.

To levy a
Fine.

AND for the further, better and more perfect Conveying and Assuring of all and singular the herein before mentioned and intended to be hereby granted and released Manor, &c. with their and every of their respective Appurtenances, to and for the several and respective Uses herein before mentioned and limited of and concerning the same; it is hereby covenanted, agreed and declared by and between all the Parties to these Presents, **And** the said *M. C.* for herself and her Heirs, and the said *W. M.* for himself and his Heirs, and the said *S. M.* for himself, and for the said *A.* his Wife, and their respective Heirs, and the said *S. M.* (Party hereto) for herself and her Heirs, and the said *P. C.* for herself and her Heirs, *Do* and each of them *Doth* severally and respectively, and not jointly covenant, promise and agree, to and with the said *C. S.* and *W. P.* that they shall and will, at the Cost and Charges in the Law of the said *C. S.* and *W. P.* sometime before the End of — Term (now) next ensuing (the Date hereof,) acknowledge and levy in due Form of Law, in his Majesty's Court of Common Pleas at *Westminster*, before his Majesty's Justices of the same Court, unto the said *C. S.* and *W. P.* and their Heirs, or to the Heirs of one of them, one or more Fine or Fines *sur Conuissance de droit come ceo*, &c. with Proclamations to be thereupon had and made, (according to the Statute or Statutes in that Behalf made and provided, and) according to the usual Course of *or* for Fines, with Proclamations for Assurance of Messuages, Lands, Tenements and Hereditaments in the said Court, at this Time used and accustomed of all and singular the herein before mentioned and intended to be hereby granted and released (and confirmed) Manor, &c. with their and every of their respective Appurtenances, by such apt and fit Name and Names, Number of Messuages, Acres, Quantities and Qualities of Land, Descriptions and Particulars, and other Certainities, and in such Manner and Form, as shall be advised, and thought fit for that Purpose, (or as by the said — their Heirs and Assigns, or either or any of their Counsel learned in the Law, shall be reasonably devised, advised and required.)

The like from Husband and Wife, and their Trustees, to two Purchasers.

AND the said *A.* for himself and the said *F.* his Wife, and their Heirs, and each of them the said *B.* and *C.* for himself, and his Heirs only and severally, and not jointly, nor one for another, *do* severally and respectively covenant, &c. to and with the said *D.* and *E.* and their Heirs and Assigns, jointly and severally by these Presents, that they the said *A.* and *F.* his Wife, *B.* and *C.* and their Heirs, shall and will at the Costs and Charges of the said *D.* and *E.* their Heirs and Assigns, before, &c. (*as before.*)

The like from the Husband and Wife and eldest Son.

AND the said *A.* (*the Husband*,) and *C.* (*the Son*,) for themselves and their Heirs, jointly and severally *do* covenant, &c. to and with the said *D.* his Heirs and Assigns by these Presents, that they the said *A.* and *B.* his Wife, and *C.* and their Heirs, shall and will, &c. (*as before.*)

The like from a Husband and Wife to a Husband and Wife, for the Use of themselves and the Survivor of them, and the Heirs of the Husband.

AND the said *A.* for himself and the said *B.* his Wife, and their Heirs, *do* covenant, &c. with the said *E.* and *F.* his Wife, and to and with the Heirs and Assigns of the said *E.* by these Presents, that he the said *A.* and the said *B.* his Wife, or their Heirs, shall and will, at the Costs and Charges of the said *E.* and *F.* his Wife, or of the Heirs or Assigns of the said *A.* before, &c. levy, &c. unto the said *E.* and *F.* his Wife, and the Heirs of the said *E.* one or more, &c. **Which** said Fine, &c. to be and enure to and for the

the only proper Use and Behoof of the said E. and F. his Wife, and the longer liver of them, and of the Heirs and Assigns of the said E. for ever, and to and for no other Use, Intent or Purpose whatsoever.

To levy a Fine sur Concesserunt, or sur Grant and Release, in a Release of a Rent-Charge.

— one or more Fine or Fines *sur Concesserunt*, or *sur Grant and Release*, of the said Rent of 100 *l. per Ann.* which said Fine so to be levied as aforesaid, shall be and enure, and is hereby declared to be and enure, for the more effectual extinguishing the said annual Rent of 100 *l.* and for exonerating and intirely discharging the said Manors, &c. herein before mentioned to be purchased as aforesaid, from the Payment thereof, or any Part thereof, and to no other Use, Intent or Purpose whatsoever.

That a (a) Man and his Wife shall join in a Fine.

AND the said N. B. for himself and his Heirs, and for B. his Wife, doth covenant, &c. to and with the said R. E. his Heirs and Assigns by these Presents, that he the said N. B. and B. his Wife, shall at the Costs and Charges in the Law of the said R. E. his Heirs or Assigns, or some of them, join in the same Fine or Fines above mentioned in the Levying and Acknowledging thereof, in Manner aforesaid.

That a Fine levied shall enure to such and such Uses.

AND it is hereby further covenanted, agreed and declared by and between all the Parties to these Presents, and the true Intent and Meaning of them and of these Presents is, that as well all and singular the said Fine and Fines so as aforesaid, or in any other Manner or Sort to be had, acknowledged, levied or executed; and also all and every other Fine and Fines, (*Conveyances and Assurances in the Law whatsoever,*) already (*heretofore*) had, made, acknowledged, levied, (*suffered*) and executed, or hereafter to be had, made, acknowledged, levied, (*suffered*) and executed of the said hereby granted and released Manor, &c. Hereditaments and Premises, or of any Part or Parcel thereof, (*except, &c.*) by or between the said Parties to these Presents, or any of them, shall be and enure, and shall be adjudged, construed, (*expounded,*) deemed and taken to be and enure, and so are and were meant and intended, and are hereby agreed and declared to have been, and to be and enure, (*or say,* and by the said Parties hereto, it is agreed and declared, that the same shall be and enure) to and for the Uses, Intents and Purposes herein before and after mentioned, limited and expressed of and concerning the same respectively; (that is to say) *As to,* for and concerning the said Manor, &c. to the only Use and Behoof of the said P. C. and her Heirs and Assigns for ever; *And as to,* for and concerning all and singular, &c. to, &c. and to and for and upon no other Use, Trust, Intent or Purpose whatsoever; **Which** said Fine or Fines so as aforesaid, &c. (*as above,*) to and for the only proper Use and Behoof of the said D. and E. and of their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever.

Covenant declaring the Uses.

That a Recovery may be suffered.

— It is covenanted, declared and agreed by and between all the said Parties to these Presents, that on this Side or before the End of — Term next ensuing the Date of these Presents, it shall and may be lawful to and for the said W. E. at the Costs and Charges of the said R. S. or his Heirs, to sue forth and prosecute one or more Writ or Writs of Entry *sur Disseisin en le post,* against the said S. R. and S. S. or the Survivor of them, or his Heirs, returnable before the Justices of the Court of Common Pleas at *Westminster*, of the Manor, &c. and all and singular other the Premises, with the Appurtenances, by the Name of the Manor of, &c. nine Messuages, &c. with the Appurtenances in, &c. or by such other Names, Quantities of Acres and Descriptions as shall be thought fitting, thereby demanding the said Manor, &c. by such Names as aforesaid, or such other Names, Quantities of Acres and Descriptions as shall be thought fitting, unto which Writ or Writs the said S. R. and S. S. or the Survivor of them, or his Heirs, shall appear and vouch to Warranty the said J. A. who shall thereupon appear *Gratis*, and enter into the Warranty

To suffer a Recovery.

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ranty

(a) This is seldom used; but when it is, it is usually put between the Covenant to levy a Fine, and the Covenant to declare the Uses.

ranty and vouch over the common Vouchee, who shall thereupon appear and imparle, and after make Default, so that a good and perfect Common Recovery may be had by the Demandant in the said Writ or Writs, against the Tenant or Tenants in the same Writ or Writs, with Judgment for the Tenant or Tenants to recover over in Value against the said *J. A.* and for the said *J. A.* to recover over against the common Vouchee, according to the Form and Course of Common Recoveries with double Vouchers. *Vide* the Declaration of the Uses, Tit. Declaration.

To suffer a Common Recovery after a Fine levied.

To suffer a Recovery.

AND further, that after the Acknowledging and Levying the said Fine to the said *R. E.* and *T. E.* by the said *T. B.* and *M.* his Wife, and *N. B.* and *B.* his Wife, before the End of the said — Term next ensuing the Date hereof, a good and perfect Common Recovery, in the Nature of a Common Recovery for Assurance of Lands, shall at the proper Costs and Charges in the Law of the said *R. E.* be had, executed and perfected against the said *R. E.* of and for all and singular the said Messuages, &c. whereof the said Fine shall be levied as aforesaid, in the Proceeding for which Recovery the said *T. B.* shall come in and appear as Vouchee, and for that Purpose a Writ of *Entry sur disseisin in le post* shall be brought in the Name of the said *J. D.* Plaintiff or Demandant against the said *R. E.* and *T. E.* as Tenants of and for all and singular the said Messuages, &c. with their and every of their Appurtenances, by such Names, Quantities, Qualities, Contents and Numbers of Messuages and Acres as shall be apt and convenient, to which Writ the said *R. E.* and *T. E.* shall appear *gratis* in their proper Persons, and shall vouch to Warrant the Premises to the said *T. B.* Party to these Presents, who shall vouch the common Vouchee, and such further Proceedings shall be had thereupon, that a good and perfect Common Recovery with Voucher of the said *T. B.* shall and may be had, prosecuted and executed in and upon the said Writ of Entry, in all Things according to the usual Order and Form of Common Recoveries, with double Voucher for Assurance of Lands in such Cases used.

Covenant that as well a Fine as a Recovery shall be to the Use of the Grantee, &c.

Uses of Fine and Recovery.

AND it is further covenanted, concluded, declared and agreed by and between the said Parties to these Presents, for them and their Heirs, and the true Intent and Meaning of them and of these Presents is, that from and immediately after such Time as the said Common Recovery shall be had, executed and perfected of the Premises as aforesaid, as well the said Fine as the said Recovery, and the Executions thereof respectively, and all and every other Fine and Fines, Common Recovery and Recoveries, and other Assurances of the Premises, or any of them, or of any Part or Parcel thereof, by any Name or Names whatsoever, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure, to the said Recoveree, and his Heirs, and all and every other Person and Persons, which now stand and be seised, or which at any Time or Times hereafter shall stand and be seised of the Premises hereby granted and released, or meant, mentioned, &c. or of any of them, or of any Part or Parcel thereof, **TO** the only proper Use and Behoof of the said *R. E.* his Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever.

II. Covenants, &c. to produce Writings, to deliver up Writings, and to procure Writings, &c.

From a Purchaser to a Vendor, that he will produce the original Grant of the Premises, together with other Lands, to justify the Title of the Purchaser of the other Lands (at his Request); and save harmless the said Vendor from the like Covenant of his Ancestor.

(By Deed Poll.)

To produce Writings.

ED all, &c. *K.* of — sends Greeting. **Whereas** *J. D.* of — did purchase of *G. M.* three Closes called, &c. and by Indenture *Tripartite*, dated, &c. and made between the said *G. M.* and *A.* his Wife, and *J. P.* of the first Part, the said *J. D.* of the second Part, and *L. S.* of the third Part, the said *J. D.* did for himself, his Heirs and Assigns, covenant with the said *L. S.* to produce and shew forth, for the Manifestation of

of his the said L. S.'s Title to certain Lands in — a certain Indenture, dated the — made between G. P. of the one Part, and the said G. M. of the other Part, the said Indenture being a Grant to the said G. M. as well of the said Closes sold by him to the said J. D. as of the Lands in — sold to the said L. S. **And whereas** the said J. D. is dead, and J. D. of — Son and Heir of the said J. D. of — hath sold the said three Closes called — to the said C. K. and his Heirs, and hath delivered to the said C. K. the said Indenture dated — : **Now know ye**, that the said C. K. for himself, his Heirs and Assigns, doth covenant, promise and grant to and with the said J. D. the Son, his Heirs and Assigns, that he the said C. K. his Heirs and Assigns, shall and will on reasonable Request of the said L. S. his Heirs and Assigns, produce and shew forth the said Indenture, dated, — at any Trial or Trials for the Justification of the Title of the said L. S. his Heirs and Assigns, and also save harmless and indemnified the said J. D. the Son, his Heirs, Executors and Administrators, of and from all Actions, Costs and Damages that shall be sustained by him or them, by his the said C. K.'s not producing the same, according to the Covenant of the said J. D. the Father. **In Witness**, &c.

Another from a Purchaser to a Vendor, to produce Writings to manifest the Title of other Lands not sold.

(Inserted in the Purchase-Deed.)

AND the said R. C. for himself, &c. doth covenant, grant and agree, to and with the said C. R. his Heirs and Assigns, and to and with every of them by these Presents, that if the said C. R. his Heirs or Assigns, shall at any Time or Times hereafter have Need or Occasion to plead, shew forth, or give in Evidence any Letters Patent, Deeds, Evidences or Writings, (whereof the said R. C. hath covenanted to deliver Copies as aforesaid, and which are not hereby bargained and sold) of him the said R. C. touching or concerning the Premises, or any Part or Parcel thereof, for the Maintenance and Defence of the Title of the said C. R. of, in and to the Premises, or any Part thereof, or for any other just or reasonable Occasion in any wise touching or concerning the Premises, or any Part thereof; that then and so often the said R. C. his Heirs and Assigns, upon Request in that Behalf to be made by the said C. R. his Heirs and Assigns, and at the Costs and Charges of the said C. R. his Heirs and Assigns, shall and will produce and shew forth, or cause to be produced and shewed forth all and singular the said Letters Patent, Deeds, Evidences and Writings, or so many of them as shall be thought needful by the said C. R. his Heirs or Assigns, in any Court or Courts of Record, or elsewhere, for the Maintenance and Defence of the Title of the said C. R. of, in and to the said bargained Premises, or any Part or Parcel thereof, or for any other just and reasonable Cause as aforesaid, and shall and will permit and suffer the same to remain so long as the said C. R. his Heirs or Assigns, shall use or have Occasion for the same.

Another by Deed Poll from a Purchaser to the Vendor, to produce Writings mentioned in a Schedule annexed to justify a Title.

ID all, &c. W. of, &c. sends Greeting. **Whereas** G. &c. by Indentures of Lease and Release, bearing Date, &c. for the Consideration therein mentioned, did grant, &c. unto the said W. his, &c. for ever, several Messuages, &c. situate, &c. in the said Indenture particularly mentioned, and all Deeds and Writings belonging to the said Premises, as thereby, Relation, &c. and thereupon the said G. hath delivered to the said W. to his own Use, the several Deeds and Writings concerning the said Premises mentioned in the Schedule hereunto annexed : **Now these Presents witness**, that the said W. doth hereby for himself, his, &c. covenant, &c. to and with the said G. his, &c. that he the said W. his Heirs and Assigns, from Time to Time, and at all Times hereafter, upon the Requests, and at the Costs and Charges of the said G. his, &c. or of such Person or Persons, to whom all or any of the other Messuages, &c. mentioned in the said Deeds, or any of them do or shall belong, shall and will produce and shew, or cause to be produced and shewed in any Court or Courts of Record, or other Place or Places within the Cities of L. and W. all or any of the said Deeds, Evidences and Writings which concern any other Messuages, &c. therein mentioned jointly with the said Premises so sold by the said G. as aforesaid, to remain and justify the Right and Title of such Person or Persons, to such other the Messuages, &c. therein mentioned, which are not sold to the said W. as aforesaid, or shall and will, at such his or their Request and Charges, grant true and fair Copies of all
or

or any of the said Deeds and Writings as shall be required, (Casualties and inevitable Accidents which may happen or come to the said Deeds or Writings, or any of them, excepted).
In Witness, &c.

The Title of the Schedule.

The Schedule of the Writings whereof Mention is made in the Deed whereunto this is annexed.

From a Releasee to Trustees, that he and his Wife will produce and deliver Deeds to enable them to make a Title and join in the Conveyances.

AND the said *J. W.* for himself, &c. doth covenant, promise and grant to and with the said (Trustees) their Heirs and Assigns, that he the said *J. W.* and *J.* his Wife, shall and will from Time to Time during the Continuance of the said Trust, on the Request of the said (Trustees) their Heirs and Assigns, but at his the said *J. W.*'s own Costs and Charges, Produce, shew forth and deliver unto the said *N. W.* and *P. N.* all and every the Deeds and Writings touching the said Trust-Estates, thereby to enable them to make a Title to the same, and also join in the Conveyances to be made to the respective Purchasers, and in all Fines, Recoveries, and other reasonable Securities as shall be required by such Purchaser or Purchasers, and enter into all reasonable Covenants usual in Purchases.

Another from a Vendor to a Purchaser, that he will produce original Writings which concern the Lands sold and other Lands, and of which the Purchaser has had Copies.

TO all, &c. *C. of, &c.* sends Greeting. **Whereas** *S. of, &c.* hath bought and purchased of the said *C.* — Messuages, &c. with the Appurtenances, situate, &c. and the same by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release bearing even, &c. and by other Ways and Means in the Law, are conveyed and assured unto the said *S.* her Heirs and Assigns: **And whereas** the said *C.* hath in his Hands one Deed, &c. [*Recite the Deed,*] which said Deeds do concern the Title of the said *C.* as well of, in, and to several other Messuages, Lands and Tenements to him belonging as the Title of the said *S.* in and to the several Messuages or Tenements in, &c. so by her bought and purchased as aforesaid, the Copies whereof are delivered to the said *S.* **Now therefore these Presents witness,** that the said *C.* for himself, his Heirs, &c. doth covenant, &c. to and with the said *S.* her Heirs, &c. by these Presents, that he the said *C.* his, &c. from Time to Time, and at all Times hereafter, upon the Request, and at the Costs and Charges of the said *S.* her, &c. or such Person or Persons, to whom all or any of the Messuages or Tenements so by her bought and purchased as aforesaid, shall come or belong, shall and will produce and shew, or cause to be produced and shewed in any Court or Courts of Record, or other Place or Places within the Cities of *London* and *Westminster*, both or either of the said Deeds, to maintain and justify the Right and Title of the said *S.* her Heirs, &c. to the said several Messuages or Tenements aforesaid, (Casualties and inevitable Accidents which may happen or come to the said Deeds, or either of them, excepted.) **In Witness, &c.**

From the Owner of a Ship to one who bought a Part of him, to produce the original Bill of Sale of the whole Ship.

Whereas *W. of, &c.* hath sold unto *J. of, &c.* — Part of the Ship *K. Burthen*, &c. and hath delivered to the said *J.* the Bill of Sale thereof, granted by *L.* to *S.* and by her assigned to the said *W.* **Now** the said *J.* doth hereby for himself, &c. covenant, &c. that he the said *J.* his, &c. shall and will at the Charge of the said *W.* produce and shew the said Bill of Sale granted by the said *L.* in any Court, or elsewhere, within the, &c. if need be to justify and make out how the said *W.* became intitled to the said — Part of the said Ship by him sold as aforesaid. **In Witness, &c.**

To produce the original Deed of the Copy hereto annexed.

Whereas *A. of, &c.* hath on the Date hereof delivered unto *W. of, &c.* an original Declaration and Covenant, under the Hand and Seal of *B. of, &c.* a true Copy whereof is hereunto annexed: **And whereas** since the Date of the above mentioned Writing,

ting, P. of, &c. Executor of the therein mentioned B. did, for good Consideration, assign a Bond, or Obligation and Bill of Sale, of the — Part of the Ship M. in the said Deed mentioned, unto the said A. and the said A. hath sold the — Part of the said Ship unto the said W. by Bill of Sale of the Date hereof: **Now** the said W. &c. does covenant, &c. that he the said W. his, &c. shall and will at any Time or Times, at the Request and Charges of the said A. his, &c. produce and shew the said Declaration and Covenant under the Hand and Seal of the said B. in any Court or Courts, or elsewhere within, &c. the better to enable the said A. his, &c. to recover and receive the Monies due upon the said Bond or Obligation therein mentioned, as Occasion shall require. **In Witness, &c.**

That an Apprentice's Friend will produce the Indentures of Apprenticeship, now delivered up, (on discharging him) to enable the Executrix of his late Master to recover Wages for his Sea-Service.

Whereas, at the Request of A. B. senior, of, &c. G. D. Executrix of Captain W. D. deceased, hath discharged A. B. Son of A. B. senior, the Apprentice of the said W. D. from his Service and Apprenticeship, and for that Purpose hath delivered up the said A. B. the Son's Indentures of Apprenticeship, to T. P. of, &c. for and on the Behalf of the said A. B. senior; but in Regard there are Wages due for the Service of the said A. B. junior, on Board the Ship E. and on Board his Majesty's Ship the D. **Therefore** it is agreed, and the said T. P. for himself, his, &c. for and on the Behalf of the said A. B. the Father, **Doth** covenant, &c. to and with the said C. D. that the said Indentures shall not be cancelled, but that he the said A. B. senior, or he the said T. P. on his Behalf, will produce the said Indenture at any Time when required by the said C. D. her, &c. to enable her to recover and receive to her own Use the Wages due for the Service of the said A. B. the Son, on Board the said Ship E. and D. as he was the Servant of the said W. D. and to justify her Right to the same, and either of them. **In Witness, &c.**

To deliver up a Lease mislaid, when found, it being assigned by way of Mortgage.

To all, &c. A. of, &c. sends Greeting. **Whereas** by Indentures of Assignment or Mortgage, under, &c. of the said A. bearing Date, &c. in Consideration, &c. he the said A. **Did** assign and set over unto the said B. her, &c. the therein recited Indenture of Lease, dated, &c. made from M. &c. to N. of, &c. of all that, &c. for the Term of, &c. at the yearly Rent of — payable as therein is mentioned, and the several mean Assignments of the said Lease and Premises thereby demised and assigned, subject to the Proviso therein contained for making void thereof on Payment of the Sum of, &c. on, &c. as thereby, Relation, &c. **And whereas** the said original Lease granted by and from the said M. is at present mislaid, so that the same could not be delivered into the Hands of the said B. with the several mean Assignments thereof, as the same ought to be: **Now therefore know ye**, that the said A. for himself, his, &c. doth covenant, &c. to and with the said B. her, &c. by these Presents, that he the said A. his, &c. when and as soon as the said Lease shall be found or recovered, he the said A. his, &c. and any other Person or Persons in whose Hands, Custody or Possession the said Lease is or shall be known, found or discovered to be, shall and will deliver, or cause and procure the said Lease to be delivered, unto the said B. her, &c. to and for her and their own proper Use, until full Payment of the said Sum of — l. so lent as aforesaid, and the Interest to grow due for the same. **In Witness, &c.**

From a Mortgagor, to procure a Release from the Heir.

To all, &c. C. of, &c. and F. of, &c. send Greeting. **Whereas** the said F. by Indenture bearing Date with these Presents, hath granted, &c. to R. of, &c. several — therein mentioned, situate, &c. for 500 Years as a Mortgage, to be void on Payment of — l. as therein is mentioned: **Now** the said C. and F. do hereby jointly and severally oblige themselves, and do covenant, promise and agree for themselves, their Heirs, &c. to and with the said R. his Executors, &c. that they, or some of them, at their own proper Costs and Charges, will within — Months from the Date, &c. procure a sufficient Conveyance or Release from L. &c. or whoever else now claims any Right or Title of, in or to all or any Part of the said Premises so granted and mortgaged as aforesaid, as Heir or Heirs, to or by, from or under N. &c. and O. of, &c. or either of them. **In Witness, &c.**

III. Covenants concerning the Eviction of Estates.

That if any Part of the Premises limited or allotted in a Deed of Partition be evicted or taken away, or affected with any latent Incumbrance by any Defect of Title, the Loss suffered by any of the Parties shall be made good and born by all of them, and that each of the Parties out of her Annuity shall bear a proportionable Part.

Eviction.

— That if any Part or Parcel of the Hereditaments or Premises herein before accepted by, and limited and allotted to them the said *W. M. S. M. A.* his Wife, *S. M.* and *P. C.* in Manner as aforesaid, shall at any Time or Times hereafter, during the Space of — Years now next ensuing, be lawfully evicted, recovered or taken away from them the said *W. M. S. M.* and *A. S. M.* and *P. C.* or any of them, their or any of their Heirs or Assigns, or affected with any latent Incumbrance for or by Reason of any Defect of Title in the said *J. C.* the Testator, or prior Right or Title in any other Person or Persons, that then and in such Case the Loss or Damage to be had, or suffered or sustained by any of the Parties hereto, or to his or their or any of their Lands, Tenements or Hereditaments, by any such Eviction, Recoveries, Title or Incumbrance, be made good, paid and satisfied by such other of the said Parties to these Presents, whose Estate or Estates hereby limited to them respectively in Use as aforesaid shall not be affected by such Eviction, Recovery, Title or Incumbrance, in equal Proportions, Share and Share alike; save only that the Party so suffering Damage shall also bear and sustain a proportionable Part thereof; and in Case the said respective Lands, Tenements, Hereditaments and Premises shall not pay, make good and satisfy such their proportionable Part and Share, according to the true Intent and Meaning thereof, then and in such Case the several and respective Manors, Hereditaments and Premises herein before respectively accepted, limited and allotted to such of the Parties so refusing to pay, satisfy and make good the same, shall from thenceforth stand and be charged and chargeable, and the same are hereby charged, and made chargeable and liable to the Payment, Satisfaction and making Good of the proportionable Part of all such Damage to be sustained or occasioned as aforesaid, as fully and effectually to all Intents and Purposes, as if so much of the said Premises limited in Use to such respective Party or Parties so refusing had been hereby vested in the said *C. S.* and *W. P.* for that very Purpose: **And** that the said *M. C.* shall and will also in Case of such Eviction or Incumbrance as aforesaid, from the Time the same shall happen, abate for the future during her natural Life, so much and such Part of the Annuity or annual Payment that are or is intended and agreed to be secured to her as before mentioned, as shall be equal in annual Value to the yearly Value of such Part of the Premises as shall be so evicted, recovered or taken away from any of the said Parties respectively or equally, to the annual Interest of what shall be recovered and paid in Discharge of any Incumbrance or Incumbrances that may happen to affect the said Premises hereby settled or conveyed, or any Part thereof.

That if any claim under the Feoffor, and thereby dispossess the Feoffee, then the Feoffor to be at the Charges of the Suit, but contra if not dispossessed, &c.

Whereas by Indentures of, &c. and other Assurance, *B. senior*, of, &c. and *B. junior*, his Son and Heir apparent, for the Consideration therein mentioned, have absolutely sold and conveyed to *T. H.* and *J. H.* his Son, of, &c. and their Heirs, to and for the Use of the said *T. H.* and his Heirs and Assigns for ever, several Pieces of Land, &c. therein particularly mentioned, as thereby may appear: **Now know all Men by these Presents**, that the said *T. H.* for himself, his Heirs, &c. doth covenant, &c. to and with the said *B. senior*, his Heirs, &c. by these Presents, that if at any Time or Times hereafter any Action, Suit or Prosecution, Actions, &c. at Law or in Equity, which shall be brought, commenced or prosecuted by *J.* of, &c. or any lawfully claiming or to claim by, from or under him, or *K.* his Brother, deceased, against the said *T. H.* and *J. H.* their Heirs or Assigns, or either or any of them, or any claiming under them, either or any of them, for to recover the said Premises so sold and conveyed as aforesaid, or any Part thereof, and the Possession thereof, from the said *T. H.* and *J. H.* or their Heirs, or the Heirs or Assigns of the said *T. H.* or either or any of them, contrary to the Covenants of the said *B. senior*, in the said Indenture of Release contained for Enjoyment of the said Premises; and that by or upon any such Action, Suit or Prosecution, Actions, &c. the said

T. H. and *J. H.* or their Heirs, or the Heirs or Assigns of the said *T. H.* or any or either of them, shall not be evicted from, or turned out of the Possession of the said Premises, in such Case as the said *T. H.* his Heirs or Assigns, are to bear, and will on his own proper Account bear and pay all Costs, Charges, Expences and Damages whatsoever, by or in Respect of any such Action, &c. or in defending the same, and his and their Right and Title to the said Premises, sold and conveyed as aforesaid; any Covenant, Article or Agreement in the said recited Indentures, or other Assurance contained, to the contrary notwithstanding: **But** if by any such Action, &c. the said *T. H.* and *J. H.* their Heirs or Assigns, or the Heirs or Assigns of the said *T. H.* or either or any of them, shall be evicted from or turned out of the Possession of the said Premises, then the said *B. senior*, his Heirs, &c. is to bear, and doth hereby covenant, &c. for himself, his Heirs, &c. to and with the said *T. H.* his, &c. to bear and pay all Costs, Charges, Expences and Damages, which the said *T. H.* his Heirs or Assigns, shall or may sustain by or in Respect of any such Action, &c. any Thing in these Presents to the contrary notwithstanding. **In Witness, &c.**

IV. Covenants concerning Marriages, Husbands and Wives.

That Trustees may put out the Marriage Portion, and apply the same and the Interest, &c. according to the Marriage Agreement, without any Suit, &c.

— The said *R. J.* (*the intended Husband*) for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *J. C.* &c. (*the Trustees*), Husband and Wife. their Executors and Administrators, that it shall and may be lawful to and for them, and the Survivors and Survivor of them, his Executors and Administrators, to put out the said Sum of — and to manage the said Stock, and pay and apply the same, and the Interest, Produce and Dividends thereof, on the Trusts aforesaid, according to the true Intent and Meaning of these Presents, without any lawful Let, Suit, Interruption or Disturbance of or by the said *R. J.* his Executors or Administrators, or any claiming or to claim by, from or under him, or by his Means, Assent, Consent, Privy or Procurement.

From the intended Husband to the Trustees, that in Case the intended Wife does not before the Marriage transfer Stocks, &c. he will join with her in transferring the same, subject to several Trusts.

AND the said *J. E.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, by these Presents, in Manner as follows, (that is to say) That in Case it shall so happen that the said *M. K.* shall not before the Solemnization of the said intended Marriage transfer and assign, in the proper Books for that Purpose, unto the said *J. S.* and *C. P.* the before mentioned long Exchequer Annuities, and other the Stocks and Premises transferred, or to be transferred as aforesaid, or any of them, that then and in such Case he the said *J. E.* shall at any Time, upon the Request made to him by the said *J. S.* and *C. P.* or either of them, their or either of their Executors or Administrators, join with the said *M. K.* his intended Wife in the Transferring and Assigning of the said long Exchequer Annuities, Stocks, and other the same Premises herein before agreed and declared to be transferred as aforesaid, unto them the said *J. S.* and *C. P.* their Executors and Administrators, (*Subject nevertheless to the several Trusts, and to the Intents and Purposes herein before mentioned and declared touching the said Premises, or any Part thereof*); And that he the said *J. E.* shall do any further or reasonable Act or Acts for the Purposes aforesaid.

That the intended Wife during the Coverture may make Deeds, or a Will of Freehold and Leasehold Estates, Stocks, &c. in Case of no Issue.

AND further, that (for and notwithstanding any Act, Matter or Thing whatsoever by him the said *J. E.* (*the intended Husband*) to be had, made, done, committed, executed, suffered or assented unto) it shall and may be lawful to and for the said *M. K.* his intended Wife, at any Time or Times during her Coverture, and at all Times (in Case of no Issue of the said intended Marriage living who shall be intitled to the said hereby granted and released Freehold Hereditaments and Premises, and also to the said Leasehold Messuages, Lands and Premises, and to the said Annuities, Stocks, and other the Personal

sonal Estate of her the said *M. K.* in Manner as aforesaid; *Subject nevertheless* to the Limitation and Provision herein before made, limited and provided, *In Trust* for the said *J. E.* in Case he shall survive the said *M. K.* his intended Wife of and in the said respective Premises, upon the several Contingencies aforesaid) to make such Deed, Writing or Will in Manner aforesaid; and thereby give, direct, limit, appoint and dispose, as well of the said hereby granted, released and assigned Freehold and Leasehold Messuages, Lands, Hereditaments and Premises, and also of the said — *l.* Capital Stock out of the said Annuities, Stocks, and other the Premises to be by her disposed of as aforesaid, to such Person or Persons, and to and for such Uses, Trusts, Intents and Purposes, and in such Manner and Form as she the said *M. K.* (notwithstanding her said intended Coverture, and whether Covert or Discover) shall at any Time think fit; And that the said *J. E.* his Heirs, Executors and Administrators, and all and every other Person and Persons whomsoever claiming or to claim by, from or under him or them, shall not question, controvert, obstruct or hinder such Disposition of her the said *M. K.* of and in the said respective Premises so to be by her given and disposed of as aforesaid. And further, that all and all Manner of such Gifts and Dispositions whatsoever to be by her the said *M. K.* so made and done, as well of the said hereby released and assigned Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, as also of the said Sum of — *l.* herein before appointed to be by her the said *M. K.* given and disposed of out of the said Annuities, Stock, and other the Premises so assigned, upon the Trusts aforesaid, shall at all Times be as good and effectual in the Law as if he the said *J. E.* had himself joined in the same with them the said Trustees, or with her the said *M. K.* or as if she were a Feme Sole.

That the Husband shall permit the Wife to live separate from him; and to be in such Places, with whom, and follow such Business, as she pleases, &c. notwithstanding her Coverture.

— Doth hereby for himself, his Executors and Administrators, and for every of them, covenant, promise and agree, to and with the said *A. (the Trustee)* his Executors, Administrators and Assigns, and doth also agree with the said *A.* his Wife, in Manner and Form following, (that is to say) That it shall and may be lawful to and for the said *A.* his Wife, and that he the said *G. G.* shall and will permit and suffer her the said *A.* from Time to Time, and at all Times from henceforth during her natural Life, to live separate and apart from him, and to reside and be in such Place and Places, and in such Family and Families, and with such Relations, Friends, and other Persons, and to follow and carry on such Trade and Business, as she the said *A.* shall from Time to Time, at her Will and Pleasure, (notwithstanding her present Coverture, and as if she were a Feme Sole and unmarried) shall think fit; and that he the said *G. G.* shall not, nor will at any Time or Times hereafter, sue her the said *A.* in the Ecclesiastical Court, or any other Court, for living separate and apart from him; or compel her to cohabit with him; or to sue, molest, disturb or trouble her for such living separate and apart from him, or any other Person or Persons whatsoever for receiving, harbouring or entertaining her; nor shall or will without the Consent of the said *A.* visit her, or knowingly come into any House or Place where she shall or may dwell, reside or be; nor send or cause to be sent any Letter or Message to her; nor shall or will at any Time hereafter claim or demand any of the Monies, Rings, Jewels, Plate, Clothes, Linen, Woollen, Household Goods or Stock in Trade which she the said *A.* now hath in her Custody, Power or Possession, or which she shall or may at any Time hereafter buy or purchase, or which shall be devised or given to her, or shall otherwise acquire; and that she shall and may enjoy, and absolutely dispose of the same, as if she were a Feme Sole and unmarried.

That the Husband will live separate from his Wife, and that the Wife may continue in the House she is in, and have the Use of the Goods, &c.

— That the said *T. J. (the Husband)* for himself, &c. doth covenant, promise and agree, to and with the said *A. B. (the Trustee)* his Executors, Administrators and Assigns, in Manner following, that is to say, That he the said *T. J.* shall and will from henceforth, for and during his natural Life, live separate and apart from his said Wife *B.* and shall not nor will hereafter cohabit, abide or dwell with her as his Wife, nor use or frequent her Company or Conversation at any Time or Times hereafter, otherwise than as he may and might lawfully do with a Stranger: And further, that it shall and may be lawful to and for the said *B.* and her Assigns, for and during her natural Life, and the Separation aforesaid,

to dwell and inhabit in the House in — wherein she now dwells, and have the Use and Occupation of the Goods, Chattels, Plate, Jewels and Household Stuff therein now standing and being in the Schedule to these Presents annexed, without any Molestation or Disturbance of or by the said T. J. his Heirs or Assigns, or any other Person or Persons lawfully claiming or to claim by, from or under him, them, or any of them, she the said B. from Time to Time paying and discharging the Ground-Rent of the said House, and keeping the same in good and substantial Repair.

That the Wife shall live separate from the Husband.

— The said A. B. (*the Trustee*) in Pursuance, &c. doth covenant, promise and agree, for himself, his Executors and Administrators, and also for the said B. (*the Wife*) to and with the said T. J. that she the said B. shall and will, &c. (*as above to*) with a Stranger.

That the Husband shall pay the Wife an Annuity during her Life. (In a Deed of Separation.)

— (*To the Wife's Trustee*) That he the said G. G. his Executors or Administrators, or some or one of them, shall and will well and truly pay unto the said A. his Wife, or her Assigns, during the Term of her natural Life, for and towards her better Support and Maintenance, one Annuity or yearly Sum of — of lawful, &c. free and clear of all Taxes, Charges and Deductions whatsoever; the said Annuity or yearly Sum of — to be paid and payable to her the said A. G. and her Assigns during her natural Life, at or upon the four most usual Feasts or Quarter-Days, viz. On — or within ten Days next after each of the said Quarter-Days, by four equal Proportions; the first quarterly Payment thereof to begin and be made on — next, or within — Days then next following.

And that the Husband shall pay to the Wife's Executors 10 l. (if he survives her) towards her Funeral Expences. (In the like Deed.)

AND further, that in Case she the said A. the Wife of the said G. G. shall happen to depart this Life before him, and he shall her survive, then and in such Case he the said G. G. his Executors or Administrators, shall and will forthwith pay the Executors of her the said A. his Wife, the Sum of — for and towards Payment of her Funeral Charges and Expences.

That the Wife shall receive several Annuities payable to the Husband. (In a Deed of Separation.)

AND further, that it shall and may be lawful to and for the said B. (*the Wife*), and the said B. is hereby authorised and impowered from Time to Time, and at all Times during her natural Life, and the said Separation aforesaid, to receive to her own particular Use one Annuity of 10 l. payable by Mr. B. to the said T. J. and one other Annuity of — &c.

That the Wife (after the Husband's Death) shall have a House, Goods and Chattels, &c. (In the same Deed.)

AND further, that she the said B. (in Case she happen to survive the said T. J. and the said Separation continue to the Decease of the said T. J.) shall and may immediately after the Decease of the said T. J. possess and enjoy to the Use of herself, her Executors and Administrators, the whole Estate, Term and Interest of him the said T. J. of, in and to the House in — and also the said Jewels, Plate, Household Stuff, Goods and Chattels in the Schedule hereunto annexed, and every of them; and shall also, for and during the Term of her natural Life, have, take, receive and enjoy all the Rents, Issues and Profits of one other House of the said T. J. in — now in the Tenure of —

That the Husband shall pay his Wife the Produce of her Jointure to her former Husband. (In the same Deed.)

AND further, that he the said T. J. shall and will Yearly and every Year during the natural Life of the said B. for her future separate Maintenance, all the Rents, Issues

and Profits of her Jointure, to her former Husband R. B. situate in ——— when and so often as he shall and conveniently may receive the same; **Saving**, and only excepted out of the said yearly Rents, &c. of that Estate, ——— *l. per Ann.* deducting Taxes, which is agreed to be retained by him the said T. J. **To** his own Use out of the Rents and Profits of that Estate.

That if the Husband survives the Wife, then the House, Goods and Chattels, (covenanted before by him for her Use during her Life) to be restored to him. (In a Deed of Separation.)

AND further, that in Case the said T. J. (*the Husband*) shall happen to survive the said B. (*the Wife*) that then the said Plate, Jewels, Household Stuff, Goods and Chattels in the said Schedule to these Presents annexed, and every Part thereof, shall immediately after the Decease of the said B. be put into the actual Possession of the said T. J. together with the said Dwelling-house in ——— aforesaid, whole, safe and undefaced, and in as good Plight, Condition and Value as the same now is, reasonable Wear and Usage only in the mean Time excepted.

That the Trustee shall indemnify the Husband from the Wife's Debts, &c.

AND further, that the said A. B. (*the Trustee*) his, &c. or some of them, shall and will from Time to Time, &c. during the natural Life of the said B. (*the Wife*) and the Continuance of the Separation aforesaid, save, keep harmless and indemnified the said T. J. (*the Husband*) his Heirs, &c. and every of them, of and from all and all Manner of Action and Actions, Damages and Expences whatsoever which he the said T. J. his Heirs, &c. or any of them, shall or may suffer, sustain or be put unto, for or by Reason of the said B.'s contracting any Debt or Debts, Duty or Duties, for any other Matter, Cause or Thing whatsoever, during the Continuance of the Separation aforesaid.

That the Wife shall have the Disposal of her Jewels, &c. and take her Share of her Husband's Personal Estate, according to the antient Custom of London.

— The said J. B. (*the Husband*) doth for, &c. covenant, &c. to and with the said (*the Trustees*) their Heirs, &c. that in Case the said intended Marriage shall be had and solemnized, and the said C. G. (*the Wife*) shall happen to survive the said J. B. her intended Husband, she the said C. G. shall and may have, receive, retain and keep to her own Use, over and above the other Provisions hereby made or agreed to be made for her, **All** the Watches, Rings, Necklaces, Buckles, Diamonds, Jewels, and other Ornaments of her Body, whereof or wherein she is now possessed or interested, and all such other Watches, Rings, Necklaces, Buckles, Diamonds, Jewels, and other Ornaments of her Body which he the said J. B. her intended Husband, or any other Person or Persons, shall at any Time hereafter give to the said C. G. or which she shall purchase with her own Money, without being in any wise answerable for the same, or any Part thereof, and without any lawful Let, Suit, Hindrance, Molestation or Interruption of or by the said J. B. his Executors, Administrators, Creditors, Debts or Engagements, or any other Person or Persons claiming or to claim by, from or under him, them, or any of them; **And** also have, receive and enjoy, over and above the Provisions aforesaid, such Part or Share of the Personal Estate of the said J. B. her intended Husband, or according to the antient Custom of the City of London shall belong to her; the said late Act of Parliament for altering the Custom of the City of London in any wise notwithstanding, or as would have belonged to her in Case the said Act had never been made.

And the Children as to their Orphanage Part, the like.

AND that notwithstanding the said Act, the Children of the said J. B. and C. G. his intended Wife, shall be intitled to their Orphanage Part of the said J. B.'s Personal Estate, according to the said Custom of the said City of London.

From

From the intended Husband to Trustees, that he will pay 100 l. per Ann. to his intended Wife, pursuant to the Marriage Settlement.

AND the said *W. N.* (the intended Husband) for himself, his Heirs, Executors and Administrators, doth covenant and agree to and with the said *J. E.* and *W. W.* (Trustees) their Executors, Administrators and Assigns, by these Presents, in Manner following, (that is to say), That he the said *W. N.* shall and will from Time to Time, and at all Times during the joint Lives of the said *W. N.* and *M. H.* (the intended Wife) well and truly pay or cause to be paid unto the said *M. H.* or her Assigns, the said yearly Sum of 100 l. secured by the said Term of 100 Years, at such Time or Times as the same is herein before limited and appointed to be paid, according to the true Intent and Meaning of these Presents.

And will not commit Waste, &c.

AND also that he the said *W. N.* or his Assigns, shall not nor will at any Time commit any wilful Waste or Destruction in or upon the herein before limited Wood Grounds in *W.* by grubbing or cutting of the same at improper Times, and shall only cut the same at such seasonable Times as other Woods thereabouts are usually cut, and that then only according to the Usage and Custom of that County.

That an intended Husband will pay the intended Wife's Mother a yearly Rent, reserved to her on assigning Premises for the Wife's Portion, and that in Consideration thereof the Wife's Mother will indemnify him from Ground-Rent, Costs, Charges, &c. in Respect of the Premises.

AND the said *T. R.* for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, &c. with the said *E. H.* her Executors, Administrators and Assigns, by these Presents, that he the said *T. R.* his Executors, Administrators or Assigns, the said yearly Rent or Sum of — at such Time and in such Manner as herein before mentioned, for and during the Term of — according to the Intent and true Meaning of these Presents: **AND** (in Consideration thereof) the said *E. H.* for herself, her Heirs, Executors and Administrators, doth covenant, &c. with the said *T. R.* his Executors, Administrators and Assigns, by these Presents, that she the said *E. H.* her Executors, Administrators and Assigns, or some of them, shall and will from Time to Time during the Continuance of the said several Terms of — well and sufficiently save harmless and keep indemnified the said *T. R.* his Executors, &c. and his and their Goods and Chattels, Lands and Tenements, from and against the Ground-Rent reserved and payable to, for and in Respect of the said Messuage or Tenement, together with the said other Messuages or Tenements of the said *E. H.* and of, from and against all Costs, Charges, Damages and Expences which he the said *T. R.* his Executors, &c. or any of them, shall or may bear, sustain or be put unto, for, by Reason or Means, or on Account of the said Ground-Rent or yearly Rent so reserved and payable to — as aforesaid, for or in Respect of the said Premises, or any of them, or any Part or Parcel thereof. **In Witness, &c.**

A Deed of Covenant that the Husband and Wife shall levy a Fine of the Wife's Estate to the Use of the Husband for Life, and after his Death to the Use of the Wife, and her Heirs and Assigns for ever, with Power for the Wife to limit other Uses or Estates, and charge the Premises, &c.

THIS Indenture made, &c. Between *T. H.* of — and *W.* his Wife, of the one Part, and *J. S.* of — and *W. W.* of — (Trustees) of the other Part, **Witnesseth**, that for settling, conveying and assuring the several Manors, Lands, Tenements and Hereditaments herein after declared and expressed, and for divers other good Causes, &c. **Be** the said *T. H.* for himself, and the said *W.* his Wife, **Doth** covenant, &c. with the said *J. S.* and *W. W.* their Heirs and Assigns, that he the said *T. H.* and *W.* his Wife, shall and will, at the Costs and Charges of the said *T. H.* on this Side or before the End of, &c. before his Majesty's Justices, &c. levy to the said *J. S.* and *W. W.* and the Heirs of one of them, one or more Fine, &c. of all those, &c. and of the Reversion, &c. and of all the Estate, &c. by such apt and fit Name and Names, &c. as will effectually comprise the

the same; **Which** said Fine or Fines so as aforesaid, or in any other Manner or at other Time levied or to be levied, shall be and enure, and are by the said Parties, and every of them, declared to be and enure to the Uses, Intents and Purposes herein mentioned, declared and expressed, (that is to say), **To the Use** and Behoof of the said *T. H.* and his Assigns for and during the Term of his natural Life; and from and after his Decease, to the Use and Behoof of the said *W. H.* her Heirs and Assigns for ever; **Together** with such Powers, Privileges, Advantages and Authorities, as are herein after mentioned and reserved, (that is to say) That it shall and may be lawful to and for the said *W. H.* at any Time or Times during the Term of her natural Life, jointly with the said *T. H.* her Husband, or with any other Husband she shall hereafter happen to marry, or without the Consent of the said *T. H.* or any other Husband, and as if she were sole and unmarried, as often as she shall see Occasion, and at her Will and Pleasure, by any Deed or Deeds, Writing or Writings, to be by her sealed and executed in the Presence of three or more credible Witnesses, or by her last Will and Testament attested as aforesaid, to limit or appoint any new or other Use or Uses, Estate or Estates, of, in or concerning the said Manors, &c. comprised or intended to be comprised in the said Fine or Fines, or for and concerning any Part or Parts, Parcel or Parcels thereof, to any Person or Persons whatsoever, either in Fee-simple, or for Life or Lives, or for any Term or Number of Years absolute, determinable upon the Death of any one or more Person or Persons, as by the same Deed or Deeds, Writing or Writings, or last Will and Testament; and at the like Will and Pleasure of the said *W. H.* to charge the said Premises, or any Part thereof, with the Payment of any Sum or Sums of Money in Gross, or with an annual Sum or Sums, to be paid at such Days and Times, and in such Manner and Form, as the said *W. H.* shall, in and by such Deed or Deeds, Writing or Writings, or last Will and Testament, direct or limit, either with or without a Power of revoking any such Use or Uses, Estate or Estates, or any other Appointment hereby to be reserved to be made, and of appointing any new or other Use or Uses, Estate or Estates, of and in the said Premises, or otherwise of charging the same, or any Part thereof, after such Revocation made with the Payment of any Annuity, or other Sum or Sums of Money, as the said *W. H.* shall in her Discretion think fit. **In Witness, &c.**

V. Covenants for (a) Indemnity.

From a Vendor to indemnify a Trustee (or other Person) on his joining in the Sale of an Estate.

Covenants
for Indemnity.

AND the said *A.* for himself, his Heirs, &c. doth covenant, promise and agree, to and with the said *B.* his Heirs, &c. by these Presents, that he the said *A.* his Heirs, &c. shall and will from Time to Time save and keep harmless and indemnified the said *B.* his Heirs, &c. of and from all such Costs, Charges, Damages and Expences, as he or they shall or may sustain or be put unto by Reason, Means or Occasion of his executing these Presents, and of the Sale thereby made, * other than and except for any Act or Thing by him the said *B.* solely done or committed, whereby or wherewith the said Premises, or any Part thereof, are, shall or may be charged or incumbered, and whereto the said *E.* and *A.* or either of them, are not, or have not been Parties.

The like.

— * Made, or any further Assurance to be had, made, done or executed by the said — his Heirs or Assigns, for the better settling and assuring the said — or any Part thereof, to the Use of the said — his Heirs and Assigns, other than and except, &c. (as above).

To indemnify a Releasee of an Estate in Trust, from all Costs, &c. by Reason of the said Estate. (Usually inserted in Declarations of Trust.)

AND the said *E. O.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *R. D.* his Heirs, Executors, Administrators and Assigns, that he the said *E. O.* his, &c. or some of them, shall and will from Time

(a) See Bonds of Indemnity.

Time to Time, and at all Times hereafter, save, keep harmless and indemnified the said *R. D.* his Heirs, &c. and every of them, of and from all and all Manner of Costs, Charges and Damages, which shall or may at any Time hereafter happen, grow or arise, or be for or by Reason of the said Estate of the said *R. D.* in Trust for the said *E. O.* as aforesaid.

That an Executor shall retain Part of Stock (in an Assignment of Stock) for his future Indemnity and Reimbursement of Expences.

— That it shall and may be lawful to and for the said *N. P.* (the Executor), and the said *M. B.* for herself, her Executors, &c. doth covenant, promise and grant, to and with the said *N. P.* his Executors, &c. that it shall and may be lawful to and for the said *N. P.* and the said *M. B.* doth by these Presents fully empower the said *N. P.* his Executors, &c. to retain in his and their Hands 200*l.* Part of the said 2066*l.* 6*s.* 1*d.* Joint Annuity Stock, in Order to indemnify and reimburse himself all such Sum and Sums of Money, Costs, Charges and Expences, as the said *N. P.* shall be put to, bear, pay, sustain or expend, in or about the Execution of the Trusts in him reposed by the said Will of the said *G. W.* or otherwise relating thereunto.

To indemnify a Master on discharging his Apprentice.

ID all, &c. *B. S.* &c. sendeth Greeting. **Whereas** *B. S.* Son of the said *B. S.* did by Apprentices. his Indentures of Apprenticeship, bearing Date, &c. put himself Apprentice unto *T. W.* &c. for the Term of seven Years from the Date thereof, and was afterwards turned over unto *J. H.* &c. as by the said Indentures and Indorsement thereon, Relation, &c. **And whereas** at the Request and with the Consent of the said *B. S.* the Father, and *B. S.* the Apprentice, the said *J. H.* hath on the Day of the Date hereof, discharged the said *B. S.* from his said Service; and the said Indentures of Apprenticeship are delivered up to be cancelled; and the said *J. H.* hath repaid — *l.* of the Money received with the said Apprentice: **Now these Presents witness,** that the said *B. S.* the Father, for himself, his, &c. doth hereby covenant, &c. to and with the said *J. H.* his, &c. that the said *B. S.* the Father, his, &c. shall and will at all Times for ever hereafter save and keep harmless and indemnified the said *J. H.* his, &c. and his and their Goods and Estate, of and from and against the said *B. S.* his Son, and from the said recited Indentures of Apprenticeship, and all Covenants, Promises and Agreements therein contained, on the Part and Behalf of the said *J. H.* to be done and performed; and all Actions, &c. for or by Reason thereof, in any Manner of wise. **In Witness,** &c.

A Deed to indemnify a Master from all Costs, &c. that may accrue by his Apprentice's leaving him by Consent.

Whereas *M. M.* Son of *W. M.* of — in and by certain Indentures of Apprenticeship, bearing Date, &c. did put himself Apprentice to *J. L.* of — for the Term of seven Years, which was to commence from, &c. then last past, as in and by the said recited Indentures, Relation, &c. **And whereas** the said *M. M.* (with the Consent of *C. M.* of — Widow) is desirous to leave the Service of the said *J. L.* and the said *J. L.* is consenting thereto: **Now these Presents witness,** and the said *C. M.* for herself, her Heirs, Executors and Administrators, doth hereby covenant, &c. to and with the said *J. L.* his Executors and Administrators, that she the said *C. M.* her, &c. or some of them, shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said *J. L.* his Executors, Administrators and Assigns, his and their Goods and Chattels, Lands and Tenements, from and against all, every and any the Covenants and Agreements in the said recited Indenture of Apprenticeship contained, on the Part and Behalf of the said *J. L.* to be done and performed; and also of, from and against all and all Manner of Costs, Charges, Damages and Expences, which he the said *J. L.* his Executors, Administrators or Assigns, or any of them, shall or may at any Time hereafter, any ways bear, sustain, or be put unto, for or by Reason or Means, or on Account of the said Indenture of Apprenticeship, or of the said *M. M.*'s leaving or departing from the Service of the said *J. L.* **In Witness,** &c.

Recital of Indenture of Apprenticeship. Consent.

To indemnify a Master on his discharging his Apprentice, and consenting that he may serve another Person.

THIS Writing indented, &c. Between *A. of, &c. C. B. of, &c. and J. B. Son of the said C. B. of the one Part, and S. &c. of the other Part: Whereas* the said *J. B.* did by his Indentures of Apprenticeship, bearing Date, &c. bind himself Apprentice unto the said *A.* for the Term of, &c. **And whereas** the said *A.* hath, for the Misbehaviour of the said *J. B.* and other Reasons, discharged him from his Service, and at the Request of the said *C. B.* and the said *J. B.* her Son, is contented that the said *J. B.* may dwell with and serve the said *S.* for the Remainder of the said Term of — Years: **And therefore these Presents witness,** that the said *A.* doth for himself, his, &c. covenant, &c. to and with the said *S.* his, &c. that he the said *S.* his, &c. shall and may freely keep, use and enjoy the said *J. B.* as his Servant or Apprentice, for all the now Remainder of the said Term of — Years in the said Indentures of Apprenticeship mentioned, as fully as he the said *A.* might have had and enjoyed him by Virtue thereof, without any Let, &c. whatsoever of the said *A.* his, &c. any Thing in the said Indentures of Apprenticeship to the contrary notwithstanding; **And** the said *S.* doth for himself, his, &c. covenant, &c. that he the said *S.* his, &c. shall and will at all Times hereafter, save, &c. from and against the said recited Indentures of Apprentice, and all Covenants and Agreements, Matters and Things therein contained, by and on the Part of the said *A.* to be performed, and from all Actions, &c. whatsoever, for, upon, or by Reason thereof, in any Manner of wise. **In Witness, &c.**

A Deed of Covenant from a Father or Guardian, &c. and Son (an Apprentice) to indemnify the Executors of the Son's late Master on their delivering up the Indenture of Apprenticeship.

TO all People to whom these Presents shall come, **We** *A. C. of — and C. C. of —* send Greeting. **Whereas** I the said *C. C.* in and by an Indenture of Apprenticeship, bearing Date, &c. **Did** put myself Apprentice to *B. S. of — Apothecary*, for the Term of — from the Date of the said Indenture, as by the said Indenture, Relation, &c. **And whereas** the said *B. S.* sometime since departed this Life, having first duly made and published his last Will and Testament in Writing, and thereby made his Widow *A. S. J. C. and T. W.* Executors thereof, who are come to an Agreement with us the said *A. C. and C. C.* to deliver up to me the said *C. C.* the said Indenture of Apprenticeship, they being well and sufficiently indemnified and saved harmless from and against all Costs, Charges, Expences and Damages, which the said *A. S. J. C. and T. W.* or either of them, may happen to bear, pay, sustain, or be put unto for, or by Reason or Means of the delivering up the said Indenture: **Now know ye**, that we the said *A. C. and C. C.* do for ourselves respectively, and for our respective Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *A. S. J. C. and T. W.* their Heirs, Executors and Administrators by these Presents, that we the said *A. C. and C. C.* our Heirs, Executors or Administrators, or some of them, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save harmless and keep indemnified the said *A. S. J. C. and T. W.* and every of them, their and every of their Heirs, Executors and Administrators, from and against all and all Manner of Costs, Charges, Expences and Damages, which they the said *A. S. J. C. and T. W.* or either of them, their or either of their Heirs, Executors or Administrators, or any of them, shall at any Time or Times hereafter, bear, pay, sustain, or be put unto for, by Reason or Means of the delivering up the said Indenture of Apprenticeship, in Manner as above is agreed. **In Witness, &c.**

To indemnify and Release one from a Note lost, on Payment of the Money.

Bills and
Notes.

TO all, &c. A. B. &c. send Greeting. **Whereas** *C. D. of, &c.* gave a Note under his Hand, dated the, &c. for — *l.* payable to the aforesaid *A. B.* or Bearer, on Demand; of which said Sum of — *l.* 10 *l.* was paid the same Day, and indorsed on the said Note, which said Note is since lost or mislaid: **And whereas** the said *C. D.* hath, at or before Sealing and Delivery hereof, paid unto the said *A. B.* the Sum of — *l.* remaining due on the said Note, notwithstanding the same cannot be found to be delivered up, the Receipt, &c. **Now therefore know ye**, that the said *A. B.* doth hereby for himself, his, &c. acquit, release and discharge the said *C. D.* his, &c. of and from the said Bill
or

or Note, and the said Sum of — *l.* remaining due and payable thereupon, and from all Actions, &c. concerning the same in any Manner of wise; and the said *A. B.* for himself, his, &c. doth hereby covenant, &c. to and with the said *C. D.* his, &c. as followeth; (that is to say) That he the said *A. B.* his, &c. will deliver up the said Note to the said *C. D.* his, &c. to be cancelled, when and as soon as the same shall come to his or their Hands or Possession; and that he and they shall and will in the mean Time, and until the same shall be delivered up and cancelled, save and keep harmless and indemnified the said *C. D.* his, &c. and his and their Lands, &c. of and from the said Note, and the said — *l.* which were remaining due thereon, and from all Actions, &c. put unto, for or concerning the said Note; and the said — *l.* remaining thereon, and so paid to the said *A. B.* as aforesaid, to the Performance whereof, &c. **In Witness, &c.**

To indemnify a Person from a Bill of Exchange on paying the Money, the Bill being on board a Ship, so that it could not then be delivered up.

Whereas a Bill of Exchange was drawn by *Messrs. A. and B.* at *L.* on *C.* of, &c. for — *l.* Sterling, payable to *D.* or Order, (conditionally that the Charges of making the Ship *B.* free in *E.* sold by the said *D.* in *L.* to the said *A.* and *B.* should be paid by and at the proper Costs and Charges of the said *D.*) **And whereas** at or before Sealing and Delivery hereof, the said Bill is paid and fully satisfied by the said *C.* unto *E.* of, &c. which he does acknowledge accordingly, and thereof and therefrom doth discharge the said *C.* his, &c. but the same is not delivered up to the said *C.* as it ought to be, it being now on board the Ship *M.* at *P.* **Now therefore** the said *E.* &c. doth covenant, &c. to and with the said *C.* his, &c. that within one Month from the Date hereof, to be accounted, he the said *E.* will deliver up, or cause the said Bill of Exchange to be delivered to the said *C.* duly indorsed by the said *D.* and will at all Times hereafter indemnify and keep harmless the said *C.* his, &c. therefrom, and from the Money therein mentioned and payable, and all Actions, &c. by Reason thereof. **In Witness, &c.**

To indemnify one from a Bill of Sale lost.

Whereas *A. B.* &c. Executor, &c. of *R. P.* &c. deceased, Owner of — Part of the Ship *D.* of the Burthen, &c. by Virtue of a Bill of Sale formerly granted to the said *R. P.* deceased, hath sold the said — Part of the said Ship, with her Appurtenances, to *C. D.* &c. and hath had and received of and from the said *C. D.* the Sum of — *l.* of, &c. in full for the said — Part of the said Ship, and all Monies, Accounts, Claims and Demands concerning the same: **And whereas** the said Bill of Sale granted to the said *R. P.* of the said — Part of the said Ship, or whereby he was intitled to the same, is at present lost or mislaid, so that it cannot be delivered to the said *C. D.* **Now therefore** the said *A. B.* doth hereby for himself, his, &c. covenant, &c. to and with the said *C. D.* his, &c. that the said *A. B.* his, &c. shall and will at all Times hereafter, save and keep harmless and indemnified the said *C. D.* his, &c. from and against the said Bill of Sale, and all Persons which shall or may claim any Right, Interest or Estate, of, in or to the said — Part of the said Ship, by Virtue thereof; and of and from all Actions, &c. for or by Reason thereof, in any Manner of wise. **In Witness, &c.**

By a Vendee to indemnify the Vendor from his Covenant or Contract concerning fitting out a Ship, the Covenant not being at present in the Vendee's Hands, so that he cannot deliver it up to be cancelled.

To all, &c. I *A. B.* of, &c. send Greeting. **Whereas** *C. D.* &c. did sign or seal a certain Writing or Covenant, bearing Date, &c. unto *E. F.* &c. Mariner, to hold — Part of a new Ship then building, or contracted to be built, whereof the said *E. F.* was to be Commander, and to pay his proportionable Part of the Charge of the Prime Cost thereof, and other Outset to Sea, or to that Effect, as thereby, &c. *Which* Ship is since built, and is now called the *C.* whereof the said *E. F.* is now Master, and is fitted out and now in the *D.* on her Voyage to *N.* **And whereas** *G. H.* the Builder of the said Ship, did make and grant a Bill of Sale of the Hull of the said Ship to the said *E. F.* which is since assigned to the said *A. B.* **And whereas** the said *C. D.* hath advanced and paid to the said *E. F.* at several Times, on Account of the said — Part of the said Ship and her Outset, the Sum of — *l.* but the said *E. F.* nor any claiming under him, have not made or granted any Bill of Sale of the said — Part of the said Ship to the said *C. D.* **And**

And whereas the said *A. B.* hath, at, &c. paid back to the said *C. D.* the Sum of — *l.* so by him paid, for and on Account of the said — Part of the said Ship, and for and in full Satisfaction of all his Right, Title, Interest, Claim and Demand, of, in and to the said Part of the said Ship, which the said *C. D.* doth hereby acknowledge to have received accordingly; **And** in Regard the said Writing or Covenant so signed by the said *C. D.* is not at present in the Hands of the said *A. B.* to be delivered up and cancelled as the same ought to be: **Now therefore know ye**, that the said *A. B.* for himself, his, &c. doth hereby covenant, &c. to and with the said *C. D.* his, &c. that he the said *A. B.* his, &c. shall and will at all Times hereafter, save and keep harmless and indemnified the said *C. D.* his, &c. and his and their Goods, Chattels and Estate, from and against the said *E. F.* his, &c. and of and from the said recited Writing or Covenant so signed by the said *C. D.* as aforesaid, and from all Actions, &c. for or in any wise concerning the said — Part of the said Ship, or the Fitting or Outset thereof, or otherwise howsoever, in any Manner of wise. **In Witness**, &c.

To indemnify a Person on his delivering Writings, and to produce them if Occasion requires.

I D all, &c. *A. B. C.* and *D.* &c. send Greeting. **Whereas** *E.* of, &c. hath, on the Day of the Date hereof, delivered unto the said *A. B.* &c. the several Deeds or Writings following, viz. &c. the Receipt of all which said Writings, they the said *A. B.* &c. do hereby acknowledge, and thereof, &c. **And therefore** they the said *A.* &c. for themselves, their, &c. do jointly and severally covenant, &c. put unto, for or concerning the said Writings or Delivery thereof as aforesaid; and likewise that they the said *A.* &c. their, &c. shall and will from Time to Time, and at all Times hereafter, upon the Request of the said *E.* his, &c. produce and shew, or cause to be produced, all or any the said Deeds or Writings, in any Court or Courts of Record as Occasion shall require, in a Suit now depending between the said *E.* and *F.* &c. **In Witness**, &c.

From Assignees of a Statute of Bankruptcy, to indemnify a Person on Account of his paying Money to them.

Money, &c. **WE** *A.* and *B.* Assignees by Virtue of a Commission grounded upon the several Statutes made concerning Bankrupts, awarded against *D.* late Partner of *P. R.* late of, &c. deceased, **Do** acknowledge to have had and received on, &c. of and from *E.* of, &c. the Sum of, &c. being the full Purchase Money for four several Tallies formerly assigned or mortgaged by the said *D.* to the said *E.* allowing to the said *E.* his full Principal and Interest due on the said Assignment or Mortgage thereof, which is to be paid to us by the Order and Consent of *S. D.* and *J. W.* Executors of the last Will of the said *P. R.* deceased, under their Hands and Seals dated herewith; **And therefore we** the said *A.* and *B.* **Do** hereby for ourselves, our, &c. jointly and severally covenant, &c. to and with the said *E.* his, &c. that we the said *A.* and *B.* our, &c. shall and will at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said *E.* his, &c. and his and their Lands, &c. and every of them, of and from all Actions, &c. put unto by any Person or Persons whatsoever, for or by Reason of the Payment of the said — *l.* to us as aforesaid, in any Manner of wise. **In Witness**, &c.

From Persons jointly concerned in a Quantity of Goods, to indemnify one who took them into his Possession and sold them, and delivered the Produce to the Owners, but if claimed by any others, to pay back the Money they received for their Proportions.

Goods, &c. **I D** all, &c. *A. B.* of, &c. Mariner, *C. D.* of, &c. and *E. F.* of, &c. Mariners, send Greeting. **Whereas** — *l.* of — or thereabouts, amounting to 210 *l.* Sterling, clear of Charges, were lately sold by *P. F.* of, &c. which were formerly taken out of the Ship *J.* belonging to the said *A. B.* and Owners at — and ship'd there by the said *P. F.* on board the *C. G. H.* Master, and consigned to *J. K.* of, &c. which — (the Goods) upon their arrival at *L.* the said *P. F.* notwithstanding demanded and took into his Possession for the Owners of the said Ship *J.* whereof the said *C. D.* was late Master, — Part of the Produce of which said — the said *A. B.* claims as due and belonging to him; and — Part thereof the said *C. D.* claims as belonging to him; and — Part thereof

thereof the said *E. F.* claims, as belonging to him: **And whereas** the said *P. F.* hath, before Sealing hereof, paid to the said *A. B.* the Sum of 100 *l.* to the said *C. D.* the Sum of 50 *l.* and to the said *E. F.* the Sum of 50 *l.* for their several full Proportions of the clear Produce of the said — according to their several Parts thereof so claimed by them respectively as aforesaid, the Receipt, &c. **Now therefore know ye**, that the said *A. B.* *C. D.* and *E. F.* for themselves, their, &c. severally, &c. do hereby covenant and agree, to and with the said *P. F.* his, &c. that they will respectively at all Times hereafter indemnify and keep harmless the said *P. F.* his, &c. from all Actions, &c. for and concerning their respective Parts and Proportions of the said — for which they have so received their several Shares of the Sum of 200 *l.* as aforesaid; and that each of them will repay and return the said several Sums by them respectively received as aforesaid, unto the said *P. F.* his, &c. in case he or they shall at any Time hereafter be sued for, and the same shall be recovered of him or them, by any other Person or Persons that shall or may claim the said —. **In Witness, &c.**

From Creditors, to indemnify a Debtor from all Charges and Nonsuits in recovering his Debts, upon his assigning his Goods and Debts to them.

Whereas *E. P.* of, &c. by Writing under his Hand and Seal, bearing Date herewith, hath in Pursuance of certain Articles, bearing Date, &c. assigned over unto *A.* of, &c. and *B.* &c. all his Shop Goods at the first or prime Cost thereof; and all his Debts whatsoever, as well mentioned in the Schedule thereto annexed, as other Debts due and owing to him; *To hold* unto the said *A.* and *B.* to the Intent that the same after the Deduction in the said Articles mentioned, may be paid and divided between them and all other the Creditors of the said *E. P.* mentioned in a Schedule annexed to the said recited Articles: **And whereas** it is declared and agreed, that all Charges in recovering and receiving the said Debts, are to be born by the said Creditors of the said *E. P.* **Now these Presents witness**, that the said *A.* and *B.* do for themselves, their, &c. covenant, &c. to and with the said *E. P.* his, &c. that they the said *A.* and *B.* shall and will for themselves, and on the Behalf of the rest of the Creditors of the said *E. P.* bear and discharge all such Costs and Charges as shall be laid out in and expended in or about suing for and recovering all or any of the said Debts so assigned by the said *E. P.* as aforesaid, by the said recited Writing or Assignment; and will at all Times hereafter indemnify and keep harmless the said *E. P.* his, &c. of, from and against all such Costs, Nonsuits and Damages which shall or may happen, for or by Reason of the Premises, except for or by Reason of any Act or Thing, which shall or may be done or suffered by the said *E. P.* contrary to his express Covenants in the said recited Articles contained, relating to the said Debts, or the obtaining, suing or recovering thereof. **In Witness, &c.**

Memozandum; before Sealing hereof, it is agreed, that if any of the said Debts so assigned, or any Part of them shall be lost, or cannot be received or recovered, the said *E. P.* is not to stand to the Loss thereof, unless such Loss happen by any Act or Means of the said *E. P.*

From Legatees, to indemnify a Person on Account of proving a Will, and if any Suit shall happen, to pay their Proportions of the Charge.

We whose Hands, &c. Legatees named in the last Will of *N. B.* late of, &c. **Do** hereby severally promise and agree, to and with the said *J. C.* of, &c. that each of us will pay our equal Parts and Charges with the said *J. C.* of all the Charges and Disbursements which he the said *J. C.* shall lay out, and expend and be chargeable in, about, or for the proving or causing, or procuring the last Will of the said *N. B.* deceased, to be duly proved; and in defending any Suit or Prosecution in or about the same, by or against *W. B.* Brother of the said *N. B.* or any others that shall oppose the Probate thereof, and in Proportion, according to the several Legacies, Sums or Bequests to us respectively given and bequeathed in and by the said Will. **In Witness, &c.**

From several Creditors of a Person, to indemnify two other Creditors on their being Bail.

WE whose Names are hereunto subscribed, and Seals affixed, Creditors of *J.* of, &c. send Greeting. **Whereas** the said *J.* hath a Difference, and Suit or Action depending by or between them the said *J.* and *M.* of, &c. of and concerning, &c. **And whereas** the said *J.* has put in good and substantial Bail to an Action or Suit of the said *M.* in his Majesty's Court of, &c. **Now** we the said Creditors, in Consideration that *A.* and *B.* &c. two other of the Creditors of the said *J.* hath, at our Request undertaken to become Bail to the said Action or Suit of the said *M.* in the said Court, do each one of us for him and herself, and his and her Partners, Executors, &c. severally, &c. covenant, &c. to and with the said *A.* and *B.* their, &c. that if the said *A.* and *B.* shall become Bail as aforesaid, then we the said Creditors whose Names are hereunto subscribed, and Seals affixed, shall and will according to, and in Proportion to each of our respective Debts, and the respective Debts of the said *A.* and *B.* indemnify and save harmless the said *A.* and *B.* and either of them, and either of their Heirs, &c. Lands, &c. of and from all Judgments, Executions, Costs of Suit, Suits, Costs, Damages and Payments of Money whatsoever, which shall happen or come to them the said *A.* and *B.* or either of them, their Heirs, &c. for or by Reason of their becoming Bail as aforesaid. **In Witness,** &c.

From a Master of a Ship, to indemnify two Persons that entred into a Recognisance, that the Ship should not go to any Place infected with the Plague.

TO all, &c. *G. H.* of, &c. Master of the good Ship or Vessel called the *B.* now bound out on a Voyage to — sends Greeting. **Whereas** *A.* and *B.* of, &c. at the special Instance and Request, and for the only Duty of the said *G. H.* in and by one Recognisance, bearing Date herewith, became and stand jointly and severally bound together with the said *G. H.* unto our Sovereign Lord *George* the Second, by, &c. in, &c. conditioned that if the said Ship should not sail to any Ports or Places infected with the Plague, then the said Recognisance shall be void, or to that Effect, as thereby, Relation, &c. **Now know ye,** that the said *G. H.* for himself, his, &c. doth hereby covenant, &c. to and with the said *A.* and *B.* their, &c. jointly and severally, that the said *G. H.* his, &c. shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said *A.* and *B.* and either of them, their and either of their, &c. and their and either of their Lands, &c. of and from all Actions, &c. which shall or may be commenced, &c. against them, either or any of them, or which they, either or any of them may sustain or be put unto, for or by Reason of the said recited Recognisance so entered into by them the said *A.* and *B.* or any Thing therein, or in the Condition thereof contained, or otherwise relating thereunto; to the Performance whereof the said *G. H.* bindeth himself, &c. and the said Ship with her Freight, Tackle and Apparel, unto the said *A.* and *B.* their, &c. jointly and severally, in the Sum or Penalty of — *l.* &c. firmly by these Presents. **In Witness,** &c.

To indemnify two Persons, who sequestred or attached Goods that were consigned to them for the Creditors of the Person that sent them.

Whereas *A. B.* and *C. D.* at *L.* Merchants, have made an Attachment, or procured a Sequester to be made at *L.* aforesaid, upon the Produce of — consigned to them by *E. F.* of, &c. and sent in the *R.* Galley in the Year 17—, amounting to about — Doilers, the said Attachment or Sequester being so made at the Desire, and by the Order, and for the Account of *G. H.* &c. for Money owing to him by the said *E. F.* which said Effects are still in the Hands of the said *A. B.* and *C. D.* **Now these Presents witness,** that the said *G. H.* doth hereby for himself, his, &c. covenant, &c. with the said *A. B.* and *C. D.* and either of them, their, &c. by these Presents, that upon Payment of the said Effects so attached and sequestred as aforesaid, unto the said *G. H.* his, &c. he the said *G. H.* his Heirs, &c. shall and will at all Times save and keep harmless and indemnified the said *A. B.* and *C. D.* and either of them, their and either of their Heirs, &c. and their Goods and Estate, and every of them, of and from all Actions, &c. for or by Reason of the said Attachment or Sequestration, or for or by Reason of the Payment of the said Effects to the said *G. H.* or his Assigns, or for or by Reason of any Matter or Thing in any wise concerning the same. **In Witness,** &c.

From

From a Freighter, to indemnify two, who entred into an Agreement to pay the Freight, if the Freighters did not.

ID all, &c. T. N. of, &c. Merchant, sends Greeting. **Whereas** A. Mariner, Master of the Ship M. Burthen about — Tons, hath by Charter-Party, bearing Date, &c. let unto the said T. N. Tunnage in the said Ship, for — Tons of — for her present intended Voyage to A. and back to C. And the said T. N. hath hereby covenanted to pay Freight for the same, after the Rate of, &c. **And whereas** C. and D. of, &c. by Writing under their Hands and Seals, bearing also Date, &c. at the special Instance and Request, and for the only Debt and Duty of the said T. N. have jointly and severally obliged themselves to pay to the said A. what Freight and Primage shall become due for all such Hemp as shall be laden aboard the said Ship at A. for the Account of the said T. N. and shall be imported or delivered to him or his Assigns, according to the said Charter-Party, in Case the same shall not be paid by the said T. N. in Manner as therein is mentioned, as by the said recited Charter-Party and Writing, Relation, &c. **Now therefore know ye**, that the said T. N. doth hereby for himself, &c. [as usual to the Words] Suits, &c. which shall or may be commenced, &c. against them, or either or any of them, or which they, either or any of them may sustain or be put unto, by, upon, or by Reason of the said recited Writing or Covenant, under the Hands and Seals of the said C. and D. for any such Freight and Primage, or either of them, which shall become and grow due and payable, or ought to be paid by the said T. N. his, &c. according to the said Charter-Party, or concerning the same in any Manner of wise; to the Performance, &c. **In Witness**, &c.

To indemnify a Partner from Work done, and Goods delivered for a Ship's Outset to Sea.

Whereas A. of, &c. did heretofore pay unto B. of, &c. the Sum of — l. and hath on the Day of the Date hereof paid unto the said B. the Sum of — l. more, making in all — l. being for his — Parts of the Outset of the Ship B. whereof F. was Master, for her Voyage to G. in or about the Year — the Receipt, &c. **And therefore** the said B. doth hereby for himself, &c. [as in the other, till these Words] Estate, from and against all and every the several Persons who did work, and delivered Goods for the Outset of the said Ship, for her Voyage aforesaid; and from all Actions, Suits, Costs, Charges, Payments, Troubles and Damages, for or concerning his the said A.'s — Parts of the Charge of the Outset thereof as aforesaid. **In Witness**, &c.

From Owners of a Ship, to indemnify two of them that entered into a Charter-Party with the India Company.

ID all, &c. **We** whose Hands, &c. Part-Owners of the good Ship or Vessel called the A. Burthen, &c. now, &c. whereof J. E. is Commander, bound out, &c. sends Greeting. **Whereas** by a Charter-Party indented of Affreightment, bearing Date, &c. made or mentioned, &c. between G. of, &c. and H. of, &c. Part-Owners of the said Ship, and E. J. of, &c. Master of the said Ship, of the one Part, and the English Company trading to the East-Indies, of the other Part, the said Part-Owners and Master for themselves and the rest of the Owners, have granted and letten to Freight the said Ship to the said English Company, for a Voyage to be made with her to such Ports and Places in India or China, as the said Company shall order and direct, and back to the Port of L. under and according to such Covenants, Clauses, Articles and Agreements, as in the said recited Charter-Party are mentioned and contained, as thereby, Relation, &c. **And whereas** the said G. and H. by a certain Writing or Covenant under their Hands and Seals of the Date hereof, have covenanted and agreed with N. O. &c. that what Money shall be paid by the said N. O. or by his Order, at S. in the East-Indies, unto Captain E. J. Commander of the said Ship A. or in Case of his Decease, unto E. S. Chief Mate, or who else shall succeed as Commander of the said Ship, at any Time or Times from the Date thereof, until the, &c. not exceeding — Rupees, they, their, &c. would repay the same unto the said N. O. his, &c. in L. at the Rate of — l. Sterling for Rupee, within — Days after the Bill or Bills which shall be drawn on them, should be presented, as, &c. **Now** we the several Part-Owners do hereby severally declare, that the said recited Charter-Party and Writing or Covenant, were so entred into by the said G. and H. at our Request, and by and

Recital of the Charter-Party,

and of a Covenant for Money to be taken up by the Master.

Indemnity. and with our Order and Consent; **And therefore** each of us hereunto subscribed, by and for himself, his, &c. severally, &c. doth covenant, &c. to and with the said G. and H. severally and respectively, our Heirs, &c. according to, and for and in Respect of our several Parts of and in the said Ship, by us hereunder severally subscribed, shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said G. and H. their, &c. respectively, and their and either of their Lands, &c. of and from all Actions, &c. which shall or may be commenced, &c. against the said G. and H. or either of them, their or either of their, &c. or which they or either of them may sustain or be put unto, for or by Reason of the said recited Charter-Party, and Writing or Covenant, or either of them, and all or any Covenants, Clauses, Articles, Agreements, Matters or Things therein, or in either of them contained and mentioned, by and on the Part and Behalf of the said Part-Owners and Master, to be performed and paid in any Manner of wife. **In Witness, &c.**

From Part-Owners of a Ship, to indemnify a Master about selling a Prize, and to confirm the Sale.

I**D** all, &c. **We** whose Hands, &c. Part-Owners of the Ship H. of the Burthen, &c. P. Master, send Greeting. **Whereas** we the several Part-Owners did, by a certain Writing under our Hands, order and empower the said P. to sell and dispose of all such Prize or Prizes that he should take with the said Ship in her late Voyage to and from N. **And whereas** the said P. did on, &c. in and with the said Ship take the M. and did by Virtue of our said Power by Bill of Sale under Hand and Seal, dated the, &c. for the Consideration of — l. therein mentioned, sell unto Captain J. M. the said Ship M. with all her Masts, Yards, &c. and all other Furniture to her belonging, as by the said Order and Bill of Sale, Relation, &c. **Now these Presents witness,** that each of us the said Part-Owners by and for himself, his, &c. respectively, &c. doth covenant, &c. to and with the said P. his, &c. that each of us, our, &c. according to our Parts in the said Ship, shall and will at all Times hereafter, make, do and execute all further Acts, Deeds and Things, for confirming the said Sale of the said Ship and Premises, so made by the said P. to the said Captain J. M. and shall and will at all Times hereafter save and keep harmless and indemnified the said P. his, &c. and his and their Goods and Estate, of and from, &c. put unto, for or by Reason of his making the said Sale of the said Ship as aforesaid. **In Witness, &c.**

From Part-Owners, to indemnify the Captain from Tradesmen's Bills and Bills of Loading, upon his leaving the Ship.

Whereas A. &c. Commander of the good Ship or Vessel called the N. Burthen, &c. now, &c. and forthwith bound out on a Voyage to L. and elsewhere hath contracted and agreed with several Persons for Work done, Goods and Stores delivered for the said Ship's Use for her intended Voyage, as by their several Bills delivered in may appear, and the Account whereof is hereon indorsed and subscribed by the Part-Owners of the said Ship; and hath also signed and delivered out several Bills of Loading for sundry Goods now on board the said Ship, and to be delivered at L. or other Ports whither he is now bound, at the Freight therein mentioned: **And whereas** the said A. at the Instance, and by and with the Consent of the Part-Owners of the said Ship, hath resigned the Command as Master, and delivered or agreed to deliver the Possession thereof to B. of, &c. whom the Part-Owners have appointed to succeed him therein as Master thereof: **Now therefore know ye,** that we whose Hands, &c. Part-Owners of the said Ship, do each of us for ourselves, our, &c. severally, &c. covenant, &c. to and with the said A. his, &c. as followeth, (that is to say) That each of us respectively, our, &c. according to our several Parts of and in the said Ship, by us severally subscribed with our Names hereto, shall and will pay, &c. our respective Proportions, according to our several Parts in the Ship by us respectively, of the several Sums of Money due and owing to the several Persons, by and according to the several Bills by them delivered and mentioned in the Indorsement thereon, and by us severally subscribed for Work done, and Goods and Stores delivered for the said Ship's Use for her said intended Voyage, and that each of us, our, &c. respectively, will at all Times hereafter save and keep harmless and indemnified the said A. his, &c. and his and their Goods, Chattels and Estate, as well of and from our respective Proportions of the said Money, due and owing to the said several Persons by their Bills delivered as aforesaid; as also of and from the said several Bills of Loading so by him signed and delivered

livered for Goods on Board the said Ship, and from all Actions, &c. which shall or may be commenced, prosecuted, recovered or awarded against him or them, or which he or they may sustain or be put unto for or concerning the same in any Manner of wise. **In Witness, &c.**

From Part-Owners to indemnify the Master from Seamens Wages.

TO all, &c. **We** whose Hands, &c. late Part-Owners of the Ship *C.* of *London*, Burthen, &c. *R.* Master, send Greeting. **Whereas** the said Ship in her Voyage outwards from *L.* to *N.* was lost by another Vessel running foul of her: **And whereas** the Seamen or Sailors belonging to the said Ship in her said Voyage have demanded and threatened to sue for the Recovery of their Wages for the said Voyage: **Now therefore these Presents witness**, that each of us the said Part-Owners, by and for himself, his, &c. respectively, &c. doth covenant, &c. that each of us, our, &c. according to our Parts in the said Ship, shall and will at all Times hereafter, &c. put unto, for or by Reason of any Wages demanded or to be recovered for or on Account of the said Ship and Voyage aforesaid. **In Witness, &c.**

An Indenture of Covenants to a Sheriff to save him harmless for returning a Devastavit against an Executor.

THIS Indenture, made, &c. **Between** Sir *A. B.* Knt. High-Sheriff of the County of *X.* and *C. D.* Gent. Under-Sheriff of the said High-Sheriff of the said County of *X.* of the one Part, and *E. F.* of, &c. of the other Part, **Witnesseth**, that **Whereas** the said *E. F.* hath obtained and sued out of his Majesty's Court of *C. P.* at *Westminster*, his Majesty's Writ of *Fieri Facias*, to the said Sheriff directed, bearing *Teste* the 29th Day of *June* now last past, and returnable in the said Court in eight Days of the Holy *Trinity* last past, thereby commanding the said High-Sheriff to levy of the Goods and Chattels which late were of *P. K.* of, &c. deceased, at the Time of his Death in the Hands of *W. T.* Executor of the Testament and last Will of the said *P. K.* the Testator, a certain Debt of 200 *l.* which the said *E. F.* in the said Court hath recovered against the said *W. T.* the Executor, as by the said Writ now delivered to the said Sheriff in Form of Law to be executed more at large appeareth: **And whereas** the said *E. F.* hath informed the said High-Sheriff and Under-Sheriff, that divers Goods, Chattels and Debts, which were the said *P. K.*'s Testator, at the Time of his Death, to the Value of his said Debt of 200 *l.* after the Death of the said *P. K.* the Testator, came to the Hands of the said *W. T.* the Executor, within the said County to be administred; and that the Executor, since the Death of the said *P. K.* the Testator, hath wasted the same, so that unless the said Sheriff shall upon the said Writ of *Fieri Facias* make his Return to this or the like Effect, *viz.* That the said Goods and Chattels, which were the said *P. K.*'s the Testator at the Time of his Death, to the Value of the said 200 *l.* did after the Death of the Testator come to the Hands of the said Executor within the said County of *X.* to be administred; and that the said Executor hath wasted the same, so that the said Sheriff cannot, by Virtue of the said Writ of *Fieri Facias*, do Execution thereupon of the Goods and Chattels, as is thereby required; and so that also the said *E. F.* cannot by Course of Law have the Benefit of the said Recovery; whereupon the said High-Sheriff and his Under-Sheriff being desirous to do what to them, or either of them, by Virtue of their said Office appertaineth, for the Furtherance of Justice in that Behalf, giving Credit to the said Assertion and Affirmation of the said *E. F.* the said High-Sheriff, at his earnest Request, hath upon the said Writ of *Fieri Facias*, in Form of Law, returned to his Majesty's Justices of the said Court of *C. P.* a *Devastavit* of the Goods and Chattels which were the said Testator's at the Time of his Death, and came to the Hands of the said Executor to be administred, to the said Value of the said Debt of 200 *l.* **Now therefore these Presents do witness**, that the said *E. F.* and *T. P.* for the Indemnity and saving Harmless of the said High-Sheriff and Under-Sheriff, and of their and either of their Clerks, of, for and concerning the making of the said Return, in Case the Assertion and Information of the said *E. F.* be not true, **Do** by these Presents covenant and grant jointly and severally for themselves, and every of them, and for their and every of their Executors or Administrators, to and with the said *A. B.* and *C. D.* and either of them, their and either of their Executors and Administrators, that they the said *E. F.* and *T. P.* or some of them, shall and will at all Times hereafter discharge, acquit and save harmless the said *A. B.* and *C. D.* and either of them, their and either of their Clerk or Clerks, and the Heirs, Executors and Administrators of them, and

every of them, for and concerning all and all Manner of Actions, Suits, Complaints, Losses, Vexations and Troubles whatsoever, which shall at any Time hereafter be commenced, attempted, brought or prosecuted against them, or any of them, by the said *P. K.* the Executor, his Executors or Administrators, or by any other Person or Persons touching or concerning the said Return, or by Reason or Occasion thereof; and shall and will from Time to Time bear and pay to them the said *Sir A. B.* and *C. D.* all such Sum and Sums of Money, Damages, Costs and Expences, as against them, or either of them, or against their or either of their Executors or Administrators, shall be adjudged, decreed or ordered, or which they, or any of them, shall from Time to Time, by Reason or Occasion aforesaid, be put unto, or shall necessarily lay out, or be enforced to pay, by Reason of any such Action, Suit, Complaint, Molestation, Vexation or Trouble: And for the true Performance of all and singular which Premises the said *E. F.* and *T. P.* do by these Presents bind themselves jointly and severally, and their and either of their Heirs, Executors and Administrators, to the said *Sir A. B.* and *C. D.* in the Sum of 300*l.* of good, &c. to be paid to them, or either of them, their or either of their Executors or Administrators, if Default or Breach of the Covenant aforesaid shall be made. *In Witness, &c.*

VI. Covenants and Deeds of Covenant concerning (a) Apprentices and Servants in several Capacities, and the Wages of Servants.

From an Apprentice who has but served Part of his Time, to serve the Rest to another Master.

THIS Writing indented, &c. **Between** *A.* of, &c. and *B.* of, &c. of the one Part, and *C.* of, &c. of the other Part. **Whereas** the said *B.* hath served the Term of five Years in, &c. as an Apprentice in the Trade and Occupation of a — **Now these Presents witness,** that for to make up the Service of the said *B.* in the said Trade of a — the full Term of seven Years, he the said *B.* doth hereby bind himself unto the said *C.* for the Term of two Years, from the Day of the Date of these Presents to be accounted, and fully to be compleat and ended; **And therefore** the said *B.* and likewise the said *A.* do jointly and severally covenant, &c. to and with the said *C.* his, &c. that he the said *B.* shall and will for the said Term of two Years, to be accounted as aforesaid, dwell, serve and continue with the said *C.* and diligently and faithfully, and according to the best of his Power, Skill and Knowledge, exercise and imploy himself in, and do perform such Work and Business in the Art of a — as the said *C.* shall from Time to Time order and direct; and that he the said *B.* shall and will find and provide all his own Wearing Apparel, and also Working Tools needful for his said Service, not exceeding the Value of 40*s.* **And the said C. in Consideration** of the said Service of the said *B.* and of his providing himself with Apparel and Tools as aforesaid, doth hereby for himself, his, &c. covenant, &c. to and with the said *B.* his, &c. that he the said *C.* his, &c. shall and will teach and instruct, or cause, &c. by the best Means that he can in the said Art of a — and all Works belonging thereunto; and shall and will also during the said Term of two Years, to be accounted as aforesaid, find and provide to and for the said *B.* good and sufficient Meat, Drink, Washing and Lodging; and will likewise pay and give unto the said *B.* — at *Christmas* yearly during the said Term. *In Witness, &c.*

That an Apprentice shall serve Part of his Time abroad as Factor, if he shall desire it.

TO all, &c. *A. B.* of, &c. sendeth Greeting. **Whereas** *P. N.* Son of *P. N.* of, &c. by his Indentures, &c. Apprentice to the said *B.* for, &c. as thereby may appear: **And whereas** it was agreed before and at the Time of Sealing of the said recited Indentures, that the said *P. N.* the Apprentice, at the Expiration of the first — Years of the said Term of his Apprenticeship, shall, if the said *P. N.* the Father, his, &c. so desire, be sent abroad by the said *A. B.* to some Place or Factory where the said *A. B.* shall then trade, and there be continued and imployed in the Business or Trade of the said *A. B.* for the Remaining — Years of the said Term of his Apprenticeship; **And therefore** the

(a) See Agreements concerning Apprentices and Servants, &c.

the said *A. B.* doth hereby covenant, &c. to and with the said *P. N.* his, &c. that in Consideration of the Money by him received with the said Apprentice, and in Pursuance of the said Agreement, he the said *A. B.* shall and will accordingly, at the Request of the said *P. N.* his, &c. but at his own Charge, send the said *P. N.* his Apprentice, unto some such Factory or Place whereunto the said *A. B.* shall then trade, as the said *P. N.* his, &c. shall name and desire, and there, at his like Charge, suffer him to stay and continue, and also imploy him in his the said *A. B.*'s Trade and Business for the remaining — Years of his Apprenticeship. **In Witness, &c.**

From a Master of a Ship to pay his Apprentice 20 l. when required, and to lay out 20 l. in Goods, &c. for his Use, which Sums were paid to the Master for that Purpose.

ID all, &c. *A.* of, &c. Mariner, sendeth, &c. **Whereas** *B. C.* of, &c. hath on the Day of the Date hereof paid unto the said *A.* the Sum of — of, &c. the Receipt, &c. to the Intent that he pays 20 l. thereout to *C. C.* Son of the said *B. C.* and the Apprentice of the said *A.* and bound out with him in his present Voyage to *Y.* when and as he shall have Occasion for, and desire to lay out the same, and that the said *A.* do lay out and improve the other — l. thereof in Trade, for the most Advantage of the said *C. C.* **Now these Presents witness,** that he the said *A.* doth hereby for himself, his, &c. covenant, &c. that he the said *A.* will pay — l. of the said — l. to him paid as aforesaid, unto the said *C. C.* in the said Voyage, when and as the said *C.* shall have Occasion for, and desire to lay out the same; and will also lay out and improve the other — l. thereof, during the said Voyage, for the most Benefit and Advantage of the said *C.* that he can; and that he the said *A.* his, &c. shall and will make and give a just Account of, and also deliver all the Produce of the other — l. unto the said *C.* at his Return to *England* from the said Voyage; but if he shall happen to die during the said Voyage, then he the said *A.* shall and will be accountable for, and pay and deliver all the Produce and Effects of the said — l. unto the said *B.* his, &c. **In Witness, &c.**

That a Master shall find an Apprentice a Suit of Clothes at the Expiration of his Indentures.

ID all, &c. sends Greeting. **Whereas, &c.** (*Recite the Indentures*): **And whereas** *R.* of, &c. hath at or before Sealing hereof paid unto the said *W.* — l. in Consideration of his taking the said *H.* to be his Apprentice as aforesaid, the Receipt, &c. **Now therefore,** in Consideration of the Premises, the said *W.* doth hereby for himself, &c. covenant, &c. that the said *W.* his, &c. shall and will at his and their own Charge, within — Months before the Expiration of the Term of the said *H.*'s Apprenticeship as aforesaid, give unto the said *H.* a good new Suit of Clothes, with Stockings, Shoes and Hat, fitting and suitable to his Degree and Circumstances: **To** the Performance, &c. **In Witness, &c.**

That Part of the Money given with an Apprentice shall be returned if either of them dies within a limited Time.

ID all, &c. *T. W.* &c. sendeth Greeting. **Whereas, &c.** (*Recite the Indentures*): **And whereas** it is agreed between the said *G. S.* and *T. W.* that he the said *T. W.* is to return and pay back — l. of the said — l. in Case either of them the said *T. W.* or the said *W. S.* shall die within the said Term of — Years: **Now these Presents witness,** that the said *T. W.* doth hereby for himself, &c. covenant, &c. that in Case either of them the said *T. W.* or the said *W. S.* the Apprentice, shall happen to die or depart this Life at any Time within or before the Expiration of the — of the said Term of — Years, then and in such Case he the said *T. W.* his, &c. shall and will within, &c. after the Decease of either of them, return back and pay, or cause, &c. unto the said *G. S.* his, &c. the Sum of, &c. of the Sum of — l. which was given and paid with the said *W. S.* his Son, unto the said *T. W.* as aforesaid, according to the Agreement of the said Parties in that Behalf, at Sealing the said Indentures. **In Witness, &c.**

From

*From several Persons as Surety, for the Fidelity of a Banker's Accountant, viz.
That they will pay what he shall imbezil, &c.*

Whereas *A.* of, &c. at the Request of *B. C.* and *D.* of, &c. hath entertained *E.* to serve him in his Trade and Business of a Goldsmith: **N**ow each of them the said *B. C.* and *D.* by and for himself, his, &c. severally, &c. doth covenant, &c. that if the said *E.* from Time to Time, and at all Times during his Continuance in the said Service, shall not make and give unto the said *A.* his, &c. a true Account, and discharge himself of and from, and shall not also pay and deliver unto the said *A.* his, &c. all such Sum and Sums of Money, Bills, Notes, and other Things which he shall from Time to Time receive, discharge, or which shall come to his Charge or Custody, of or belonging to the said *A.* his, &c. or any others wherewith he or they shall or may be charged or chargeable, and discharge himself faithfully in all Matters and Things relating to his said Service, during his Continuance therein, that then and in such Case, and so often each of them the said *B.* &c. his, &c. respectively, shall and will be answerable for and pay unto the said *A.* his, &c. in lawful, &c. his and their several and respective full Quarter-Part of the full Value of all and any such Monies, Bills, Notes or other Things which shall at any Time or Times appear to have been received, discharged by, or come unto the Charge or Custody of the said *E.* and of, for or from which he shall not so duly account and discharge himself as aforesaid, or which shall be found, confessed or proved to be imbezilled, mispent, made away, or unjustly detained by the said *E.* or any others, by or through his Means, Privy or Procurement, so as such Money, Bills, Notes or other Things, do not exceed or amount in the Whole to more than the Sum or Value of 2000*l.* the said *A.* his, &c. giving Notice from Time to Time unto the said *B.* &c. their, &c. or some or one of them, within — Days always next after any such Money, Bills, Notes or other Things shall be so confessed, proved or made appear to be imbezilled, mispent, made away or unjustly detained by the said *E.* or by any others, by or through his Means, Privy or Procurement, or of, for and from which he shall not so from Time to Time duly account and discharge himself as aforesaid. **I**n Witness, &c.

For a Book-keeper to serve in Jamaica, but if he has not his Health, to have Liberty to leave his Service.

THIS Indenture made, &c. **B**etween *A. B. C.* and *D.* &c. of the one Part, and *E.* of, &c. of the other Part, **W**itnesseth, that, &c. (as in the Covenant for Service abroad) dwell, serve and continue with *F.* of, &c. in the said Island, Gentleman, their Factor or Agent, or other the Factors, Agents or Assigns of the said *A. B.* &c. in *J.* aforesaid, during the said Term, &c. employ himself as well in keeping the Accounts of their Plantations in the said Island, and shall and will do and perform all such other Service and Business relating to their said Plantations in the said Island, as *F.* or other the Agents, Factors or Assigns of the said *A. B.* &c. shall from Time to Time order and direct; and that he the said *F.* shall and will during the said Term be just and faithful to the said *A. B.* in and concerning, and make and give from Time to Time a true Account of, and discharge himself for all Money, Goods and Things which he shall receive, or shall come, or be committed to his Charge, Custody or Possession, during the Term: **I**n Consideration whereof, and of the Service to be performed by the said *E.* as aforesaid, the said *A. B.* &c. do hereby for themselves, their Executors, Factors or Assigns, jointly and severally covenant, &c. that the said *F.* or other the Factors, Agents or Assigns of the said *A.* &c. at *Jamaica*, shall truly pay, or cause, &c. unto the said *R.* in *Jamaica*, during the said Term of — Years, the Sum or Salary of — *l.* of, &c. per Ann. by equal quarterly Payments; the first Payment, &c. and shall and will at his and their own Charge find and provide unto and for the said *E.* good and sufficient Meat, &c. **A**nd it is covenanted and agreed between the said Parties, that if the said *E.* shall not have his Health in the said Island at any Time during the said Term, and in such Case shall be desirous to return to *England*, and leave the Service aforesaid, and for that Purpose shall give — Months Notice or Warning to the said *F.* or other the Factors, Agents or Assigns of *A.* &c. in *Jamaica* aforesaid in Writing, that then and in such Case, from and after the End of the said — Months Notice so to be given as aforesaid, and a just and faithful Account, Payment and Delivery made, rendered and given to the said *F.* or other the Factors or Agents of the said *A.* &c. at *Jamaica*, of all Money, Goods and Things, of and belonging to them the said *A.* &c. or any of them, which shall be then in his Hands, Custody or Possession,

session, and for which he shall be chargeable, and not before accounted for or discharged, it shall and may be lawful to and for the said *E.* to leave the said Service, and the same shall thenceforth cease and be determined, and he the said *E.* may at any Time afterwards at his own Charge return to *E.* these Presents, or any Covenant or Article therein to the contrary, notwithstanding. **In Witness, &c.**

For a Workman to serve in Jamaica, in Consideration of Wages, &c.

THIS Indenture made, &c. **Between** *J. T.* of, &c. Blacksmith, of the one Part, and *L.* of, &c. of the other Part, **Witnesseth**, that the said *J. T.* doth, for the Consideration hereafter mentioned, covenant, &c. to and with the said *L.* his, &c. that he the said *J. T.* will, immediately after the Day of the Date hereof, repair and go on board such Ship or Vessel, as the said *L.* or his Assigns shall order and appoint for his Passage to *Jamaica* in Parts beyond the Seas, and continue on board the said Ship until his Arrival at *Jamaica* aforesaid; and for and during the Term of — Years, to commence and to be accounted from his Arrival in *Jamaica*, shall and will at all Times, constantly, faithfully, justly, honestly, orderly, and according to the best of his Judgment, Understanding and Ability, exercise himself, do and perform, and faithfully, justly, honestly and orderly serve and behave himself in the Work and Occupation of a Blacksmith, and such other Work and Service as he shall be capable to do and perform as a Covenant Servant, according to the Orders and Directions of the said *L.* or his Assigns, without departing from or leaving the said Service; **In Consideration whereof**, and of the Service to be performed as aforesaid, the said *L.* for himself, his, &c. doth hereby covenant, &c. to and with the said *J. T.* that he the said *L.* or his Assigns, will at his and their own Charges, pay for the Passage of the said *J. T.* to *Jamaica*, and there find, provide and allow him Meat, Drink, Lodging, working Tools, and all other Necessaries, Apparel excepted, during the said Term; and will also pay unto the said *J. T.* in currant Money of *Jamaica*, for the first — Years of the said Term of — Years, the Sum of — *per Annum*; and for and during the last — Years of the said Term, the Sum of — *per Annum* of like Money, by quarterly Payments, and by equal Portions; (*mutual Penalties.*) **In Witness, &c.**

Another to the Agent of a Merchant, where the Workman's Wife is to have an Allowance at Home, &c.

THIS Writing indented, made, &c. **Between** *J. M.* &c. of the one Part, and *H.* of *L.* &c. for and on the Behalf of *L.* of *Jamaica*, &c. and the said *L.* of the other Part, **Witnesseth**, that the said *J. M.* in Consideration of the Sum of, &c. to him in Hand, &c. by the said *H.* for and on the Behalf of the said *L.* at, &c. in Part of the first Year's Salary or Wages, to grow due as hereunder is mentioned, whereof he acknowledges the Receipt, and for the further Considerations hereunder mentioned, **Doth** bind himself unto the said *L.* his, &c. as his and their Covenant-Servant, and doth covenant, &c. to and with the said *L.* and to and with the said *H.* for and on his Behalf, and either of them, their Executors, &c. by these Presents, that he the said *J. M.* shall and will with the first Opportunity of Shipping, (*or upon the first Notice or Request of the said H.*) after the Date hereof, transport himself for, and go in and with such Ship or Vessel as the said *H.* shall provide and order in that Behalf, to the said Island of *Jamaica*, and there shall and will from Time to Time after his Arrival at the said Island, for the Term of — Years then next ensuing, dwell, serve and continue with the said *L.* his Executors, &c. without departing from or leaving the said Service; and during the said Term shall and will diligently, and truly and faithfully, and according to the best and utmost of his Power, Skill and Knowledge, exercise and imploy himself in the said Art of a House Carpenter, and do and perform all Works and Business relating thereunto, as the said *L.* his Executors, &c. shall order and direct, (*or say, or such other Person or Persons as the said S.* by Writing under his Hand, shall from Time to Time order and direct,) for the most Profit and Advantage of the said *L.* that he can, and that he the said *J. M.* is well skilled in, and understands the said Art of a House Carpenter, and all Works belonging thereunto, and is an able Workman therein; **In Consideration whereof**, &c. the said *L.* and the said *H.* for and on the Behalf of the said *L.* do, and either of them doth hereby covenant, &c. to and with the said *J. M.* as followeth; (that is to say) That he the said *L.* his, &c. shall and will pay or cause to be paid unto the said *J. M.* during the said Term of — Years, the yearly Sum or Salary of — *l.* of lawful Money in *Jamaica*, by equal quarterly Payments,

out of the first of which said quarterly Payments to grow due as aforesaid, the said — *L.* paid at Sealing hereof, is to be deducted and allowed; and that he the said *H.* shall and will, for and on the Behalf of the said *L.* pay unto *M. M.* Wife of the said *J. M.* during the said Term, the further yearly Sum or Salary of — *l.* of lawful, &c. by equal quarterly Payments, upon Advice received from Time to Time that the said *J. M.* was living, and in the Service of the said *L.* at the Time when the then preceding Quarter the said further Salary shall be due, and from which the same shall be demanded or ordered to be paid her: **And further**, that he the said *L.* shall and will also at his own Charge find and provide unto and for the said *J. M.* good and sufficient Meat, Drink, Washing and Lodging, and also bear and pay the Charge of his Passage to *Jamaica* aforesaid. **And lastly**, that if in Case the said *J. M.* shall behave himself well, and faithfully and diligently in his said Business, and the said *L.* shall approve thereof and think him deserving, he the said *L.* shall and will allow and pay unto the said *J. M.* or his Assigns, the further Sum or Salary of — *l.* of, &c. *per Ann.* over and above and together with his said Wages or Salary before mentioned, quarterly, as the same shall become due: **But it is declared** and agreed between all the said Parties, that the said *J. M.* is not to claim or demand the said further Salary of — *l. per Ann.* as his due and right, but the same is wholly at the Liberty of the said *L.* his, &c. whether he shall pay the same or not, as the said *J. M.* shall deserve the same by his diligent Service and Behaviour as aforesaid. **In Witness, &c.**

Another, from a Mother on the Behalf of her Son, with a Proviso in Case of Non-payment of Wages.

THIS Writing indented, &c. **Between** *A.* of, &c. and *B. A.* Son of the said *A.* of the one Part, and *C.* of, &c. of the other Part, **Witnesseth**, that the said *B. A.* for the Consideration hereunder mentioned, doth hereby bind himself unto, &c. for the Term of, &c. as hereunder is mentioned: **And** the said *A.* for the like Consideration herein after mentioned, doth for herself, her Executors and Administrators, covenant, &c. that the said *B. A.* her Son shall with the first Opportunity, &c. go, &c. and sail, &c. to, &c. and there shall and will for the Term of — Years, from the Time of his Arrival in the said Island to be accounted, dwell, serve and continue with such Person or Persons in the said Island, as the said *C.* by Writing under his Hand, to be indorsed on these Presents, shall order and direct, without departing from or leaving such his or their Service, and during the said Term shall diligently, &c. exercise, &c. to which he has been bred, as all such other Service, Work and Business, as such Person or Persons, to whom he shall be so ordered, shall require and think fit to imploy him in; **To all which said Matters and Things** so to be done and performed by the said *A. B.* he doth hereby consent and agree, testified by his Signing and Sealing these Presents: **In Consideration** whereof, &c. the said *C.* for himself, &c. covenant, &c. shall and will truly pay, &c. unto the said *B. A.* &c. and will also during the said Term find, &c. **Provided always nevertheless**, that if the said yearly Sum or Salary of — or any Part thereof, shall be behind or unpaid by the Space of — Days, over or after any of the said Quarter-Days or Times whereon the same ought to be paid, being lawfully demanded, that then and from thenceforth these Presents, and every Covenant, Clause and Agreement herein contained, for and concerning the then Residue of the said Service so to be performed by the said *A. B.* of the said — Years as aforesaid, shall cease and be void; any Thing aforesaid, &c. **In Witness, &c.**

That if the Servant is disliked by him to whom he is assigned in Jamaica, he may leave the Service on paying for his Passage.

AND lastly, it is mutually covenanted and agreed by and between the said Parties to these Presents, for themselves, their, &c. that if the said *F.* shall dislike and not approve of the Service of the said *E.* and of such Dislike shall give Notice to the said *E.* within — Days after his Arrival at *J.* then and in such Case he the said *E.* is to be, and shall be released, and shall and may leave and depart from his Service aforesaid, paying to the said *F.* for the Use of him the said *A.* the Sum of — *l.* paid him at Sealing hereof; and also paying or causing to be paid unto the said *A.* his, &c. Factors and Assigns, what he the said *A.* shall pay for the said *E.*'s Passage to *J.* aforesaid, which said several Sums the said *E.* agrees to pay accordingly; any Thing herein contained to the contrary, &c.

For one to serve as Master of a Ship during a Voyage, and that he shall have suitable Privileges.

THIS Writing indented, made, &c. **Between** J. H. of, &c. Mariner, of the one Part, and W. L. of, &c. Merchant, of the other Part. **Whereas** the said W. L. at the Request of the said J. H. hath admitted the said J. H. to serve and go in the Office or Place of Master of, &c. called the D. of the Burthen, &c. now, &c. for the said Ship's intended Voyage to V. and back to L. **Now know ye**, that the said J. H. for the Consideration hereunder mentioned, doth hereby covenant, &c. to and with the said W. L. his, &c. as followeth; (that is to say) That he the said J. H. shall and will do and perform all Matters and Things relating to the said Office or Place of Master of the said Ship, for her accomplishing and performing her said intended Voyage, according to the utmost of his Ability, for the most Profit of the said W. L. that he can; and also shall and will keep a just and true Account of and concerning the said Voyage, and all Monies received and paid, and all other Matters and Things relating to the said Ship in her said Voyage; and shall and will make, render and give unto the said W. L. his, &c. a like, true and just Account in Writing of and concerning the said Ship, and her said intended Voyage, and of all Freight and Monies received, paid, due or belonging to or on Account thereof, and also of all such Monies as shall come unto, and be remaining in his Hands on Account of the said Ship and Voyage at her Arrival at L. from her said Voyage, and shall and will pay the same unto the said W. L. his, &c. and shall and will also surrender and deliver up the actual Possession of the said Ship or Vessel, with all her Appurtenances whatsoever, unto the said W. L. his, &c. upon his or their Notice or Demand, or to such other Person or Persons as he or they shall appoint to receive the same; and shall not nor will do, commit, or willingly suffer to be done, any Act, Matter or Thing whatsoever, whereby or wherewith the said Ship, with her Appurtenances, shall or may be charged or incumbered: **And** in Consideration of the said Service to be done and performed by the said J. H. as aforesaid, he the said W. L. for himself, his, &c. doth covenant, &c. to and with the said J. H. his, &c. that he the said W. L. his, &c. shall and will pay and allow unto the said J. H. upon the Return, Arrival and Discharge of the said Ship in the River of T. from the said Voyage, the Sum or Salary of — of, &c. per Month, to be accounted from her Departure from G. outward, and to continue while and until the said Ship shall be discharged from her said Voyage as aforesaid, if the said J. H. shall so long continue Master thereof; and also Primage upon the said Ship's homewards Loading, and upon the Custom of the Ship's Loading in V. and also that the said J. H. shall have the Privilege of — lb. Weight of — which he may take in or lade on his Account: **And** the said J. H. doth hereby promise and agree to and with the said W. L. that he the said J. H. shall and will be accountable for and pay unto the said W. L. the Freight of all — which the said J. H. shall take in or bring home from V. in the said Ship on his own Account, above the said — lb. Weight: **And** to the Performance, &c. **In Witness**, &c.

For Sailors to perform a Voyage, under the Forfeiture of their Wages.

WE who have hereunto set our Hands and Seals, being hired as Mariners to serve on Board the Ship M. Burthen, &c. whereof R. is Master, in her intended Voyage to, &c. do hereby severally, in Consideration of our Wages to grow due to us respectively, covenant and agree to and with the said R. that each of us respectively will serve on Board, and continue in and with the said Ship during her said intended Voyage, and until her Return and Discharge therefrom into the River of T. or to some other Delivery Port, without departing from or leaving the said Ship or the Service thereof, under the Penalty to forfeit and lose our respective Wages to grow due for our Service in the said Ship, by Virtue of these Presents, which in such Case shall be pleaded and allowed as a Bar and Discharge of, for and from the Wages payable, or to become due to such of us which shall depart from or leave the Ship as aforesaid.

Another.

KNOW, &c. that we who have subscribed our Hands, and set our Seals hereunto, do severally, but not jointly, nor one for the other, declare and agree with G. Commander of the Ship A. now at, &c. and bound out on a Voyage to C. and back to L. that

that we have severally shipped ourselves on Board the said Ship for her said Voyage, at or for the several Wages mentioned herein, and inserted against our several Names hereunder subscribed; and we do hereby severally and respectively, and not jointly, nor one for the other, covenant and agree to and with the said G. his, &c. that in Consideration of the several Sums of Money to us paid at, &c. and of our Wages to grow due to us respectively for the said Voyage, each of us respectively will serve on Board, and continue with the said Ship during all the said intended Voyage, and until her Return and Delivery of her Lading at the Port of L. without departing from or leaving the said Ship, or the Service thereof, under the Penalty to forfeit and lose the Wages which shall be then due to us respectively for our Service in the said Ship, and such Goods and Things aboard the same, belonging to such of us as shall depart from or leave the Service of the said Ship, contrary to the true Meaning of these Presents, for or towards Damages, by Virtue of these Presents, which in such Case shall be so and for that Purpose used, pleaded and allowed, as a sufficient Power and Authority for detaining, keeping and disposing of such Goods and Things aboard the said Ship, and likewise for and as a sufficient Discharge of and from the Wages which shall be due and belonging to such of us which shall so depart from, or leave the said Ship and her Service as aforesaid, and from all Actions, &c. concerning the same. **In Witness, &c.**

For Mariners to go for less Wages than hired for, if Peace shall happen.

WE whose Hands and Seals are hereunto set, Officers and Mariners hired to serve on Board the Ship A. in her present intended Voyage from L. to B. and thence back again to L. whereof J. is Commander, do hereby severally, but not jointly, nor one for the other, covenant and agree to and with the said J. his, &c. that each of us respectively will serve on Board, go and continue in and with the said Ship during all her said intended Voyage, and until her Return to the Port of L. at and for the Wages by us severally agreed for with the said J. and at which we were severally by him shipped for, in Case the War between E. and F. shall continue during the said Voyage, and until such her Return as aforesaid; but if Peace shall be concluded between E. and F. at any Time during the said Voyage, and before the said Ship's Return to L. then we do hereby severally agree with the said J. his, &c. that each of us will be contented with, and take for and in full Satisfaction and Discharge of our respective Wages or Pay, which shall or may grow due for our Service on Board the said Ship for the said Voyage from the Time that Peace between E. and F. shall take Effect, and so be concluded as aforesaid, at and after the several Rates hereunder mentioned, viz. The Chief Mate and Carpenter at and after the Rate of — l. per Month, Boatswain at, &c. the Foremast Men at, &c. without demanding or expecting any further Allowance whatsoever. **In Witness, &c.**

VII. Covenants, &c. concerning Bonds.

Covenant and Power to deduct Money out of a Salary for the Payment of Money due upon a Bond.

TO all, &c. A. of, &c. Know ye, that the said A. for better Security and Payment of the Sum of — l. with Interest, which the said A. oweth unto B. of, &c. by Bond or Obligation under his Hand and Seal, bearing Date herewith, he the said A. for himself, &c. doth hereby covenant, &c. that he the said A. his, &c. will pay or cause to be paid unto the said B. the Deputy or Agent of the Honourable H. Treasurer and Paymaster to her Majesty's Office of Ordnance, the said Sum of — l. with Interest, out of the first Monies that shall become due and payable unto him from the said Office of Ordnance, either by Bill or Bills of Imprest, Debentures, or otherwise howsoever: **And** the said A. doth hereby give and grant unto the said B. full Power and Authority to stop, deduct, take and keep the said Sum of — l. and Interest, out of the first Monies that shall become due and payable to him from the said Office of Ordnance; and in Case the first Bill of Debenture be not sufficient to pay and satisfy the same, then out of such second, third, or other Bill or Bills, Debenture or Debentures, as shall be made out and payable unto him the said A. from the said Office, until the said Sum of — and Interest, and all necessary and reasonable Charges shall be fully paid and satisfied; and to close and make the same as paid in the Books of the said Office, and whatsoever the said B. shall act and do in the Premises, the said A. doth hereby ratify and confirm. **In Witness, &c.**

To

To pay equal Shares of Money borrowed upon Bonds, and likewise of Charges of Actions, &c. by Reason thereof.

Whereas *A. B. C. D. E. and F.* of, &c. by Obligation under their Hands and Seals, dated, &c. stand jointly and severally bound unto *G. of, &c.* in the Penalty of — *l.* for Payment of — *l.* on, &c. **And whereas** [*Recite another Bond from the said Parties to H.*] which said two several Sums, it is hereby declared, were so borrowed by them the said Parties, as the then Committee for managing of the *Plessey* and *Blyth* Undertaking, on Account thereof, and were applied to the Use of the said Undertaking: **Now these Presents witness,** that it is hereby declared and agreed by and between all of them the said Parties, and each and every of them, by and for him and themselves, his and their, &c. severally, &c. do covenant, &c. to and with the other of them, that each and every of them, his and their, &c. shall and will pay their respective and equal Parts and Proportions of the said Sums mentioned in, and to grow due and payable, by and upon the said several recited Obligations and Conditions, or either of them, if the said Sums shall be demanded, recovered of, or paid by them, or any of them, and will bear their like respective equal Parts and Proportions of all Actions, Suits, Costs, Charges, Payments and Damages, which shall or may be commenced, sued, prosecuted, recovered or awarded against them, or any of them, for or upon the said Obligation, or any of them. **In Witness, &c.**

VIII. Covenants, &c. concerning Debts.

That one of the Releaseors has paid his Father's Debts and Legacies, &c. and will indemnify the Releasee therefrom.

AND the said *N. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, grant and agree, to and with the said *R. E.* his Heirs and Assigns by these Presents, that he the said *N. B.* has fully paid, discharged and satisfied all and every the Debts, which the said *T. B.* his late Father, deceased, owed at his Death, and all and singular the Legacies, in and by his last Will and Testament devised unto, &c. and for the Educating, &c. according to the Intent and true Meaning of the same Will; **And** that he the said *N. B.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save harmless and keep indemnified the said *R. E.* his Heirs, Executors, Administrators and Assigns, and every of them, and all and singular such of the said Freehold and Copyhold Premises, as by the said Will are charged with, or made liable to the said Debts and Legacies, and the Charges of educating the said — or any of them, of and from the said Debts and Legacies, and Sum and Sums of Money, Claim or Demand whatsoever, which shall or may be demanded or made, sued for or recovered against him the said *R. E.* his Heirs, Executors, Administrators or Assigns, or any of them, for or on Account of any Debts of the said *J. B.* deceased, or of educating of the said — or of any or either of them.

That one who has bought Part of a Ship, will pay all Debts on Account thereof, and indemnify the Seller from the same.

Whereas *M. &c.* by Writing or Bill of Sale under her Hand and Seal, dated herewith, for the Consideration therein mentioned, had sold to *J. &c.* one full and equal — Part, of and in all that good Ship or Vessel called, &c. and of all Freight and Sums of Money, due and unreceived on Account of the said — Part of the Ship, as thereby, Relation, &c. **And whereas** before and at the Time of Sealing the said recited Bill of Sale, it was agreed between the said *M.* and *J.* that the said *J.* his Executors, &c. should and is to pay all or any Debts or Money which is or are owing and unpaid, on Account of the said — Part of the said Ship, for her Outset for any former Voyage or Voyages, or otherwise if any such should be due: **Now therefore** the said *J.* in Consideration of the said Sale so to him made, and in Pursuance of the said Agreement as aforesaid, doth hereby for himself, his, &c. covenant, promise and agree to and with the said *M.* her, &c. that he the said *J.* his, &c. shall and will bear and pay all such Debts, Sum and Sums of Money, which at or before the Day of the Date hereof are or may be due, owing and

unpaid, on Account of the said — Part of the said Ship to him sold as aforesaid, for or on Account of the said Ship's Outfit for any former Voyage or Voyages, or otherwise howsoever; and thereof and therefrom, and from all Actions, &c. by Reason thereof, shall and will at all Times hereafter save and keep harmless and indemnified the said M. her, &c. and her and their Goods and Estate. **In Witness, &c.**

From the Obligees to one of the Obligors in a Bond for Payment of Money; that in Consideration of Money in Hand paid, they will not demand nor sue for the Money in the Bond within a certain Time.

ID all, &c. A. B. and C. &c. send Greeting. **Whereas** D. &c. and R. &c. by Obligation under, &c. bearing Date, &c. stand bound unto the said A. B. and C. in, &c. conditioned to be void on Payment of, &c. on the, &c. as by, &c. **Now know ye,** that they the said A. B. and C. for and in Consideration of the Sum of, &c. to them in Hand, at, &c. by the aforesaid D. truly paid, the Receipt, &c. and for other, &c. they the said A. B. and C. for themselves severally and respectively, and their several and respective Executors, &c. and not jointly, nor, &c. do covenant, &c. to and with the said D. his, &c. by these Presents as followeth, viz. That they the said A. B. and C. their, &c. nor any of them, shall or will at any Time or Times hereafter, for and during the Time and Space of — Years next, &c. sue for, demand, or expect to have received or be paid of, from or by the said D. his, &c. any Sum or Sums of Money, Consideration, Benefit or Advantage, upon, for, or in Respect of the said Bond or Obligation, in any Manner of wise; nor shall or will at any Time during the said Term sue, arrest, attach, molest, seize, extend or take in Execution the said B. his Executors or Administrators, Lands, Goods or Chattels, for or in Respect of the said Bond or Obligation, or any Sum or Sums of Money therein, or in Consideration thereof, or thereon due, or to grow due or payable. **In Witness, &c.**

That Creditors will accept of — s. in the Pound, if paid in a certain Time.

ID all, &c. A. of, &c. C. D. E. F. and G. &c. Creditors of H. J. of, &c. send Greeting. **Whereas** the said H. J. is indebted unto us his Creditors in several Sums of Money, which he is not able to pay: **And whereas** J. J. of, &c. Brother of the said H. J. hath freely offered to pay to each of us the Creditors of his said Brother, 5 s. in the Pound, or for every 20 s. of the Principal Debts, to each of us owing from his said Brother, if we will accept the same in full of our said Debts, and discharge his said Brother therefrom: **Now therefore know ye,** that we the said Creditors, considering the Condition of the said H. J. that he is not able to pay us our full Debts, do therefore each of us, by and for himself, his, &c. severally, &c. covenant, &c. to and with the said H. J. his, &c. that if the said J. J. his, &c. or the said H. J. or any of them, do and shall, on or before the, &c. now next, pay, or cause to be paid unto each of us the said Creditors, our, &c. at our several present Dwelling Houses, 5 s. in the Pound, or for every 20 s. of the Principal Debts owing to us severally from the said H. J. we the said Creditors respectively, shall and will accept and receive the same in full Satisfaction of our said several Debts owing to us from the said H. J. at Sealing hereof, and all Actions, Suits, Claims and Demands concerning the same; and will then and thereupon seal, execute and deliver unto or to the Use of the said H. J. his, &c. a sufficient Release and Discharge of all Actions, Suits and Causes thereof, Debts, Dues, Bills, Specialties, Accounts, Sums of Money, Judgments, Executions, Claims and Demands in Law and Equity, from the Beginning of the World to the Date hereof: **Provided** that if all of us the said Creditors shall not seal and execute these Presents, on or before the, &c. now next, or if the said 5 s. in the Pound shall not be duly paid us at the Time aforesaid, according to the true Meaning hereof, in either of the said Cases these Presents shall be void. **In Witness, &c.**

From a Debtor to a Creditor on his Executing a Composition, that it shall not be any Bar or Prejudice to him from recovering his full Debt, and a Release from all Covenants and Agreements therein contained.

Whereas I A. B. of, &c. am indebted to C. D. of, &c. by Bond under, &c. dated, &c. in, &c. Principal Money, besides Interest: **And whereas** the said C. D. at my earnest Request, hath with other my Creditors signed to a Writing, bearing Date the — importing an Agreement by my Creditors to accept of — s. in the Pound for their full

full Debts (or to that Effect) although the said C. D. in the Presence of E. F. and G. F. Witnesses thereto, did declare at Sealing thereof, it was only to gratify my Importunity, and that the same was not to be, nor should be in any Bar, Discharge or Composition, of, for or from his full Debt due as aforesaid, which I also declare was never meant or intended to be any Bar, Discharge or Composition as aforesaid; **And therefore** I covenant, &c. to and with the said C. D. his, &c. that I, my, &c. will not at any Time use or plead the same, for, from, or in any wise to bar or discharge the said C. D. his, &c. from, or as, or for any Composition or Agreement, to compound or make any Abatement, of or for his full Principal and Interest due, and to grow due on the said Bond; **And** I the said A. B. do hereby for me, my, &c. release and discharge the said C. D. his, &c. of and from all and every the Covenants, Clauses and Agreements contained in the said recited Writing, by and from the said C. D. and all Actions, &c. for and concerning the same; **And** I do hereby also oblige myself, my, &c. unto the said C. D. his, &c. fully to pay to him or them the remaining Sum of — *l.* of the Principal, and all Interest due and to grow due on the said Bond, and agree and covenant, that he and they may at all Times have and take all legal Ways and Means for Recovery thereof; the said recited Writing, or any Covenant, Agreement or Thing therein contained to the contrary notwithstanding. **In Witness, &c.**

IX. To make and execute Writings and Conveyances, and concerning selling Estates.
(In a Settlement.)

To keep a Term of 21 Years in a Leasehold Estate renewed from Time to Time, and to assign the same to such Persons as the Freehold Premises before mentioned are vested in.

— he the said E. H. doth hereby for himself, &c. covenant, promise and grant, to and with the said M. D. and H. G. their Executors and Administrators, that he the said E. H. shall and will from Time to Time, during his Life, and before the Expiration or other Determination of the said, or of the like Term of 21 Years, if Occasion be, procure and obtain unto himself a new Grant and Lease of the said — with and under the same, or the like Covenants, Provisoos, Reservations and Agreements, and for the like Time and Term as are comprised and contained in the said present Grant and Term of 21 Years, from and of the said — so that there may be the same, or the like Term or Estate of 21 Years, of and in the said excepted Premises in *Esse*, and unexpired, in him the said E. H. at the Time of his Death, or when he shall assign or convey the same, in Manner herein after expressed; and also that he the said E. H. shall and will, sometime before his Decease, grant, assign, or well and sufficiently convey and transfer the said, or the like Term and Estate of 21 Years, of and in the said — to the said R. H. if he be then living, and also to such Person or Persons, to whom the Freehold and Inheritance of such of the before granted and released Premises, among which the said — do imperfectly lie as aforesaid, shall at that Time, by and according to the Limitations herein before contained, belong and appertain.

That if a Mortgagor of a Lease for Lives, fail of renewing the Lease on the Death of any of the Nominees, the Mortgagees may renew it, and then the Premises to stand charged for the Expences, &c.

AND (lastly) it is hereby covenanted, concluded, declared and agreed by and between all the said Parties to these Presents, that if the said H. H. shall at any Time after the Death of any of the Persons named as Lives in the said Lease, and Request to him made by the said H. W. B. U. and E. G. their Heirs or Assigns, refuse or neglect to renew and take a new Lease for three Lives, from the Persons who for the Time being shall have Power to grant the same, and to pay the Fine and other Charges and Expences incident, and usually paid on the renewing the same; that then and in such Case it shall and may be lawful to and for the said H. W. B. U. and E. G. their Heirs and Assigns, to surrender the present Lease and renew the same, and take a new one in their own Names, or the Name or Names of any other Person or Persons, and to disburse and lay out such Fine, Charges and Expences, as shall be payable and occasioned as aforesaid, and in such new Lease the Leasehold Premises aforesaid shall remain and be Security to the said H. W. B. U. and E. G.

*E. G. their Heirs, Executors, Administrators and Assigns, as well for the Payment of all Sum and Sums of Money, as shall be disbursed or laid out by them, or any of them, as aforefaid, together with lawful Interest for the same, as for the Payment of the said Principal Sum of 500*l.* and Interest for the same after the Rate aforefaid, and shall not be redeemed or redeemable, until all such Sum and Sums of Money, and the Interest thereof, shall be fully paid and satisfied to the said H. W. B. U. and E. G. their Heirs, Executors, Administrators or Assigns; any Thing herein contained to the contrary, &c.*

That a Releasee in Trust will convey the Premises, to the Person, his Heirs or Assigns, for whose Use the Premises were released.

— he the said R. D. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said E. O. his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said R. D. his Heirs and Assigns, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said E. O. his Heirs and Assigns, convey and assure all and singular the said — in and by the said recited Indenture of Release granted and released, or mentioned or intended to be thereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, and all his and their Interest therein, unto the said E. O. his Heirs and Assigns for ever, or unto any other Person or Persons, in such Sort, Manner and Form, as by the said E. O. his Heirs and Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised or required, so as the same Conveyance or Assurance contain no further or other Warranty than against the said R. D. his Heirs and Assigns.

For the Sale and Purchase of several Messuages, the Price to be referred to indifferent Persons.

THIS Indenture made, &c. **Between** J. &c. of the one Part, and G. &c. of the other Part. **Whereas** the said J. is possessed and interested of and in — several Messuages, &c. situate, &c. which he holds by three several Leases from E. and are now in the several Occupations of B. C. and D. **And whereas** the said J. and G. have treated together for the Sale and Purchase of the said — several Messuages or Tenements, and of his the said J.'s Term and Interest therein, and have agreed, and do hereby mutually agree, to leave the Value or Price, which he the said G. is to give, and the said J. to receive for the said — Messuages, and his Term and Interest therein, unto the Judgment and Determination of P. of, &c. and N. &c. **Now these Presents therefore witness,** that it is mutually agreed by and between the said J. and G. and each of them for himself, his, &c. doth covenant and agree to and with the other of them, his, &c. respectively, as followeth, *viz.* That he the said J. shall and will take and receive of the said G. such a Price or Sum of Money for, and thereupon convey and assure, or cause to be assured unto the said G. the said three Leases, and his Term and Interest, Claim and Demand, of and in the said four several Messuages or Tenements; and that he the said G. will in like Manner pay and give to the said J. the Price or Sum of Money for the same, upon his the said J.'s granting and assigning thereof, in such Manner as the Counsel of the said G. shall advise, according as they the said P. and N. shall by Writing under their Hands and Seals value the same at, and for that Purpose, order and declare, on or before the, &c. next ensuing the Date hereof; to the Performance whereof, &c. (*mutual Penalties should be added.*) **In Witness,** &c.

That a Releasor will put Trustees into actual Possession, and will approve and confirm such Persons as they shall appoint to receive Rents, &c. which shall be applied to the Payment of Debts 'till the Estates be sold.

AND the said J. W. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said N. W. and P. N. their Heirs and Assigns, by these Presents, that he the said J. W. shall and will forthwith put the said N. W. and P. N. into the actual Possession of the said Trust Estates hereby conveyed, and will approve and confirm such Person and Persons, as they shall appoint to receive the Rents and Profits of the said Trust Estates, which said Rents and Profits the said J. W. doth hereby agree, until Sale of the said Trust Estates, shall be from Time to Time paid, and applied

to discharge and keep down the Interest of the said Schedule Debts, in such Manner as the said N. W. and P. N. shall appoint.

A Deed of Covenant from a Vendor, that the Lands sold are let at the annual Rents mentioned in a Particular delivered to the Purchasers, who were Executors in Trust.

ID all to whom these Presents shall come, J. B. of, &c. sendeth Greeting. **Whereas** the said J. B. hath for the Sum of, &c. of lawful Money of Great Britain, sold to the Right Honourable E. Earl of, &c. the Right Honourable T. Lord F. & al^e Executors of, and Trustees named in the last Will and Testament of J. late Duke of, &c. deceased, the Manors or Lordships, or reputed Manors or Lordships of J. and W. and divers Messuages, Farms, Tenements and Hereditaments mentioned in a particular thereof, delivered to the Lord's Executors, to be now let to several Tenants at several yearly Rents, amounting to the yearly Sum of, &c. **Now know ye**, that the said J. B. doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said E. Earl of, &c. and, &c. their Heirs and Assigns, that the said Manor or reputed Manors, Messuages, Farms, Lands, Tenements and Hereditaments in the said Particular described, are *bona fide* let to the Tenants therein named, at the several annual Rents therein mentioned. **In Witness, &c.**

From a Person on his settling Accounts on Behalf of two others, that they shall execute a Release of all Demands.

ID all, &c. A. &c. and B. &c. send Greeting. **Whereas** C. &c. hath on the Day of the Date hereof, duly executed and delivered unto or to the Use of D. and E. of, &c. who are Executors of the last Will and Testament of F. late, &c. a general Release and Discharge, as well as they are Executors of the said F. deceased, as otherwise on their own Account; and hath also on the Day of the Date hereof paid unto and deposited in the Hands of the said A. and B. for the Use of the said D. and E. the Sum of, &c. which upon adjusting Accounts between the said A. for and on the Behalf of the said D. and E. and the said C. appears to be remaining due from him in full of all Accounts between them, as well on Account of the said Executorship, as otherwise, the Receipt whereof the said A. and B. acknowledge accordingly: **Now know ye**, that the said A. and B. do hereby, &c. covenant, &c. with the said C. his, &c. that they the said D. and E. their, &c. or some Person lawfully authorised by them, shall on, &c. seal, execute and deliver unto or to the Use of the said C. a good and sufficient general Release and Discharge of all Demands, as well as they are Executors to the said F. as otherwise, on their own Account, to the Day of the Date hereof. **In Witness, &c.**

To transfer Stock and Annuities in Trust.

— that he the said N. P. shall and will, as soon as conveniently may be, make and transfer in the said Company's Books of the said Capital Stock and Annuities hereby assigned, or intended so to be, and the Interest and Dividends thereon due and to grow due unto the said F. B. **In Trust** nevertheless for the said M. B. her Executors, Administrators and Assigns, pursuant to the true Intent and Meaning of these Presents.

A Deed of Covenants not to distrain on a Reversionary Estate bought by a Purchaser, subject to Leases, &c.

THIS Indenture, &c. **Between** B. P. of, &c. Gent. of the one Part, and the most noble J. Duke of M. of the other Part. **Whereas** the said B. P. by Indentures of Lease and Release, bearing Date respectively the fifth and sixth Day of July now last past, for the Considerations in the said Indenture of Release mentioned, *Did* grant and convey unto the said J. Duke of M. his Heirs and Assigns, *All* that Piece or Parcel of Ground, being Part of a Field heretofore called, &c. situate, &c. in the Possession, &c. and containing, &c. together with a Messuage or Tenement, and all other the Erections and Buildings thereon erected and built, then and now in the Possession of the said J. Duke of M. and all Ways, &c. and the Reversion, &c. and all the Estate, &c. *To hold*, &c. unto and to the Use of the said J. Duke of M. his Heirs and Assigns for ever, *Subject nevertheless* to the

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several Leases, Demises and Terms of Years therein particularly mentioned and excepted out of the said Grant and Conveyance, as in and by the said in Part recited Indenture, &c. By virtue of which said therein excepted Leases, Demises and Terms of Years, some or one of them the said B. P. may and hath a Right from Time to Time, (in case the yearly Rents, Sum or Sums of Money, in and by the said Leases, Demises and Terms of Years reserved and issuing in Part of the said Premises, as being Parcel of the said Field heretofore called M. alias K. Close, in the said Leases, Demises and Terms of Years mentioned, shall hereafter be in Arrear and unpaid, at the several and respective Days and Times mentioned and appointed for the Payment of the same) during the Continuance of the said several Leases, Demises and Terms of Years, to enter in and upon all the Premises so conveyed to the said Duke as aforesaid, or any Part thereof, and to distrain for such Rent, Sum or Sums of Money, which shall or may be hereafter in arrear and unpaid, at the said several and respective Days and Times appointed for the Payment of the same: **Now this Indenture witnesseth**, that the said B. P. (for and in Consideration of the Sum of 5 s. of, &c. to him in Hand, &c. at, &c. the Receipt, &c. and in Pursuance of an Agreement made between the Parties to the said Lease and Release, and to these Presents, at or before the Time of the Sealing and Delivery of the said Lease and Release) **Doth** for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said J. Duke of M. his Executors, Administrators and Assigns, in Manner and Form following; (that is to say) **That** he the said B. P. his Heirs or Assigns, shall not nor will at any Time from henceforth enter into or upon the Premises so conveyed to the said J. Duke of M. and his Heirs, or any Part thereof, to distrain thereon for any Rent, Sum or Sums of Money, which shall or may hereafter become due or payable by Virtue of any of the said Leases, Demises or Terms of Years, or otherwise howsoever, or upon any other Account, or to any other Purpose whatsoever, so as to interrupt the said J. Duke of M. his Heirs or Assigns, in the lawful Possession of the said Premises, or any Part thereof, or to charge the said J. Duke of M. his Heirs or Assigns, in Respect of the Premises so conveyed to him as aforesaid, with the said reserved Rent or Rents, or any Part thereof: **Provided always nevertheless**, and it is hereby agreed, that nothing herein contained shall extend, be deemed or taken to extinguish the Rent or Rents, Sum or Sums of Money by the said Leases, Demises and Terms of Years reserved as aforesaid, or to hinder the said B. P. his Heirs or Assigns, to have, demand, ask, receive, take, enter or distrain for the same on the Residue of the said Field called M. alias K. Close, not conveyed to the said J. Duke of M. and his Heirs, in as ample a Manner as if these Presents had never been made: **And lastly**, that he the said B. P. &c. (Covenant to produce Deeds.) **In Witness, &c.**

IX. Covenants concerning (a) Lessors and Lessees.

To pay the Rent in a recited Lease reserved.

AND also that he the said N. F. his Executors, Administrators or Assigns, or some of them, shall and will from Time to Time, well and truly pay, or cause to be paid the said yearly Rent or Sum of 10 l. in and by the said herein before recited Indenture of Demise or Lease reserved or payable.

That two Persons shall pay their proportionable Shares (with a Lessee, in Trust for himself and them) of Ground Rent, rebuilding Houses, and of such Cost, &c. as the Lessee may be put to by Reason of his Name being used in Trust for them all.

AND the said J. F. and E. D. and S. his Wife, for themselves severally and not jointly, and for their several and not Joint Executors and Administrators, do declare, covenant and grant, to and with the said M. F. her Executors, Administrators and Assigns, that they the said J. F. E. D. and S. his Wife respectively, or their respective Executors, Administrators and Assigns, shall and will well and truly pay and allow their proportionable Share of the Ground Rent reserved on the said three recited Leases, during, &c. and also their proportionable Share of the Charges, in pulling down and Rebuilding the said — and Repairing the same during the Continuance of the said Leases, and their proper proportionable Share of all such Costs, Charges and Expences, as the said M. F. shall be put unto, by Reason of her Name being used in the said three Leases, or of any Covenant or Agreement therein contained.

To

(a) See Tit. Leases.

To pay Money on Death, Alienation, Assignments or Marriage, as an Heriot, &c.

AND the said *A. S.* for herself, &c. doth covenant, &c. to and with the said Duke, his, &c. by these Presents, that she the said *A. S.* her Executors, Administrators and Assigns, upon the Death of the said *A. S.* and upon every Death or Decease of any Tenant of the whole Premises, and upon every Alienation or Assignment of her or their whole Estate, Interest and Term of Years to come of and in the said Messuages and Premises, or in any Part thereof, for the whole Term therein then to come and unexpired; **And** also upon every new Marriage of the Widower of the said *A. S.* or of the Widow of any other Assignee or Assignees, Tenant or Tenants of the whole Term; **And** also upon every Alienation or Assignment of their, or any of their Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said Duke, or his Assigns, or to such other Person or Persons, who for the Time being shall be intitled to the next and immediate Reversion of the hereby leased Premises, on the Determination of the said Term of 21 Years, the Sum of 1*l.* 15*s.* of, &c. within three Months next after every or any such Death, Decease, new Marriage, Alienation or Assignment as aforesaid, and in the Name of an Heriot or Income or additional Rent, besides the said yearly Rent of 7*l.* and all other the Payments reserved and payable by Virtue of these Presents; **And** if it shall happen at any Time hereafter, that any of the said Sums of 1*l.* 15*s.* so to be paid as aforesaid, or any Part thereof, shall be behind or unpaid, by the Space of three Months next after any such Death, Decease, new Marriage, Alienation or Assignment as aforesaid, or if the said *A. S.* her Executors, Administrators or Assigns, or any other Person or Persons interested in the said Messuage or Tenement and Premises, or any of them, shall refuse, omit or neglect to pay or render to the said Duke, or his Assigns, or to such Person or Persons who for the Time being shall be intitled to the immediate Reversion of the Premises expectant on the Determination of the said Term of 21 Years, or to his or their general reputed Steward or Receiver of the Rents of the Premises for the Time being, the said Sum of 1*l.* 15*s.* or any Sum of 1*l.* 15*s.* which according to the Intent hereof ought at any Time to be paid as aforesaid, within the Space of three Months next after any such Death, Decease, new Marriage, Alienation or Assignment as aforesaid, that then it shall and may be lawful to and for the said Duke, and his Assigns, and to and for such other Person or Persons, who shall be intitled to the said Sum or Sums of 1*l.* 15*s.* so in arrear, into the said leased Messuages and Premises, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take seize, drive and carry away, and the same to detain and keep until every such Sum of 1*l.* 15*s.* as shall be then due, with lawful Interest for the same, from the Time they respectively become due, and the Charges of such Distresses shall be fully paid and satisfied, or at the Choice of the said Duke, or his Assigns, or of such other Person so intitled to the said Sum or Sums of Money so distrained for, to sell the said Goods so distrained for the Raising of what shall be so due to them, returning the Overplus (if any shall be) to the Owner or Owners of the Goods so distrained.

In Default of
Payment, En-
try and Dis-
tress.

Premises not to be assigned without Notice to the Lessor.

AND also that the said *A. S.* her Executors, Administrators or Assigns, shall not nor will, during the said Term hereby leased, or any Part thereof, transfer or assign over, let, set or mortgage the said Messuages and Premises, or any Part thereof, for the said Term of 21 Years, or any Part thereof, to any Person or Persons whatsoever, without giving Notice thereof in Writing under their Hands unto the said Duke, or his Assigns, during the Life of the said Duke, or after his Decease to such other Person or Persons, who for the Time being shall be intitled to the next and immediate Reversion of the said leased Premises expectant on the Determination of the said Term, or in his or their Absence, to his or their generally reputed Steward or Receiver of the Rents of the Premises for the Time being.

Deeds to be made by the Steward.

AND that always such Lease, Mortgage or Assignment of the same, shall be made written and ingrossed by such Steward or Receiver, or by such other Person as the said Duke shall nominate and appoint, at the Charge of the said *A. S.* her Executors, Administrators or Assigns, that so the said Duke or his Assigns, or such other Person as aforesaid intitled to the Reversion of the said leased Premises, may know the true Lessee or Tenant thereof, and the Time of leasing or assigning the same to such new Tenant.

Nomine

Nomine Poenæ in case of want of Notice, &c.

AND if the said *A. S.* her Executors, Administrators or Assigns, shall so lease, mortgage or assign without giving such Notice, or without causing such Lease, Mortgage or Assignment to be written and ingrossed as aforesaid; that then and in such Case she the said *A. S.* her Executors, Administrators and Assigns, and every of them, so often as they or any of them shall so let, mortgage or assign, without such Notice given as aforesaid, shall and will well and truly pay, or cause to be paid unto the said Duke, his Heirs or Assigns, the Sum of 17s. 6d. of lawful *British Money Nomine Poenæ*.

That the Tenant shall keep a Brewhouse and Utensils demised in Repair.

AND also that the said *C. D.* his, &c. shall and will well and sufficiently maintain, repair, sustain and amend the said Brewhouse, Vessels and Utensils and Premises, during the said Term. See the Proviso as to the oldness, &c. of the Vessels, Tit. Proviso.

Covenant that the Tenant shall kill Cattle and sell the same in such a Compass.

To pay the usual Rates for the same.

AND that she the said *A. S.* her Executors, Administrators and Assigns, and her and their Tenants, Undertenants and Assigns, and every of them, shall and will from Time to Time, and at all Times during the Term hereby leased, kill, dress and order, or cause to be killed, dressed and ordered, all and every of the black Cattle, Oxen, Bulls, Cows, Heifers, Stukes and Steers belonging to them, or any of them, or which shall be killed, dressed and ordered by them, or any of them, or for their or any of their Use, or by their or any of their Order or Orders, or which shall by them, or any of them be exposed to Sale at the said leased House or Premises, or any of them, or elsewhere within the said Parish of *St. C. D.* at the Slaughter-house lately erected by *J. I.* deceased, on the Ground now belonging to the said Duke, in or near *S. Street* in the Parish and County aforesaid, and not elsewhere, and shall and will pay unto the said *C. G.* Executor of the last Will and Testament of the said *J. I.* or to such other Person or Persons to whom the said Slaughter-house shall from Time to Time belong, the common, usual and accustomed Rates for killing, ordering and dressing of the same, and no more.

A Deed of Covenant to leave Goods, &c. in a House.

Whereas *A.* of, &c. by her Indenture of Lease, dated the, &c. hath let unto *B.* of, &c. a Messuage or Tenement, with the Appurtenances, situate, &c. for — Years, from — now last past: **And whereas** the several Things mentioned in the Schedule herein after contained, at the Making and Executing of the said Lease were, and now are in, about and belonging to the said letten Premises, and are to be left therewith at the End of the said Lease; **And therefore** the said *B.* for himself, his, &c. doth hereby covenant and agree to and with the said *A.* her, &c. that he the said *B.* his, &c. at the Expiration of the said — Years, or other sooner Determination of the said Lease, shall and will leave with the said Premises, the said several Things mentioned in the Schedule hereunder contained, in as good Condition as the same now are (reasonable Use and Wearing thereof in the mean Time excepted.) **In Witness, &c.**

Differences amongst Tenants to be determined by the Lessor, &c.

AND if any Doubt, Debate, Question or Controversy shall at any Time hereafter, during the said Term hereby granted, arise, come, grow, and be between the said *A. S.* her Executors, Administrators or Assigns, and any other the Tenants and Farmers of the Lands, Tenements or Hereditaments in the said Parish of *St. C. D.* belonging to the said Duke, or his Assigns, or to such other Person or Persons, who shall for the Time being be intitled to the immediate Reversion of the said hereby leased Premises, immediately expectant on the Determination of the said Term, by Reason of any antient Light or Lights, Annoyance, or any other Matter or Thing whatsoever touching or concerning the said leased Premises, or any Part thereof, or such other Lands, Tenements or Hereditaments as aforesaid, or any Part thereof; that then and in every such Case, the said *A. S.* her Executors, Administrators and Assigns, shall and will stand to and obey such Order, Direction and Determination therein, as the said Duke, or his Assigns, or his or their Steward or Receiver for the Time being, or such Person or Persons who for the Time being shall be

so intituled to the Reversion of the said leased Premises, immediately expectant on the Determination of the said Term, or his or their Steward or Receiver for the Time Being, shall award and appoint in that Behalf in Writing under his or their Hand or Hands; and in Case the said A. S. her Executors, Administrators and Assigns, or any of them, shall not stand to and obey such Order and Determination as shall be so made, then and in such Case the Person refusing or neglecting so to do, shall pay and forfeit unto the said Duke, or his Executors, Administrators or Assigns, the Sum of 100*l.* of, &c.

From Lessors to a Lessee, that he shall have the Benefit of a Policy of Insurance (made in the Name of one of the Lessors for the Use of them all) of the House granted.

TO all, &c. A. B. C. and D. of, &c. send Greeting. **W**hereas the said A. B. &c. by Indenture of Lease under their Hands and Seals, bearing even Date, &c. have let unto E. of, &c. a certain Messuage, &c. situate, &c. for, &c. at the yearly Rent therein mentioned: **A**nd whereas by a certain Instrument or Policy of Insurance, under the Hands and Seals of G. and H. Gent. bearing Date, &c. the said A. in his own Name only did insure the said Sum of — *l.* to be paid at the End of — Months after the said House shall be burned down, demolished or damnified, by or by Reason of Fire; and so often as any new House to be built in the Place thereof shall be burned down, demolished or damnified by Fire within the Term of — Years from the Date thereof, (in Case the said House, or such new House, be only damnified, or if such House be not repaired and put in so good Condition as the same was before, then the like Sum of — *l.* [or to that Effect], as by, &c. Relation, &c. **W**hich Insurance was so made by and in the Name of the said A. only, but for the Use and Benefit of them the said B. C. and D. as well as himself: **N**ow these Presents witness, that the said A. and likewise the said B. &c. for themselves, their, &c. jointly and severally do covenant, &c. that in Case the said Premises by the said recited Lease demised, or any Part thereof, at any Time or Times during the now Remainder of the Term in the said recited Writing or Policy mentioned to come and unexpired, shall happen to be burned down, demolished or damnified by or by Reason of Fire, that then and so often he the said E. his, &c. shall and may have and receive all Sum and Sums of Money mentioned in, and which shall become payable by and upon, and all other Benefit and Advantage to be had and taken by Virtue of the said recited Policy of Insurance, for and towards repairing, rebuilding or making good the said Messuage or Tenement, notwithstanding the said recited Lease, or any Covenant or Agreement therein contained on the Part of the said E. for repairing and upholding the said Premises, as therein is mentioned; and that in such Case the said A. his, &c. shall and will at the Charge of the said E. his, &c. either assign the said Policy of Insurance to him or them, or sufficiently empower him and them to demand, recover and receive the same for the Repairing, Rebuilding and making Good the said Messuages, &c. or any Part thereof, so often as the same shall happen to be burned down, demolished or damnified by Fire, within the now Remainder of the said Term in the said Policy mentioned, as by him or them, &c. **I**n Witness, &c.

That a Lessee shall make good what a Policy of Insurance shall fall short of, and shall renew the Policy at its Expiration.

TO all, &c. A. &c. sends Greeting. **W**hereas by a certain Indenture or Policy, &c. under, &c. of B. and C. bearing Date, &c. the said A. hath insured the Sum of — *l.* on a Messuage in his Occupation, situate, &c. for, &c. for Rebuilding, &c. in Case, &c. as thereby, Relation, &c. **N**ow these Presents witness, that the said A. for himself, his, &c. doth covenant, &c. that in Case the said Premises, or any Part thereof, at any Time or Times during the Term in the said recited Writing or Policy mentioned, shall happen to be burned down, demolished or damnified, by or by Reason of Fire, that then and so often all such Sum or Sums of Money which shall become payable by and upon the said recited Writing or Policy, shall go and be applied for or towards the Repairing, Rebuilding or making Good the said Premises, and shall not be used or converted by the said A. his, &c. to any other Purpose whatsoever; and in Case the same shall fall short, and not be sufficient to repair or rebuild the said Premises, that in such Case, and so often, he the said A. his, &c. will bear all further Charges of Repairing or Rebuilding the said Premises, and making the same in the like Condition as when so burned down or damnified, according to the true Intent and Meaning of the Covenants in

the Lease thereof granted by the said D. to the said A. contained on the Part of the said A. to be performed, without any Benefit, by Virtue thereof, or of the said Insurance, or otherwise in Law or Equity, to be had or claimed to the contrary; and that at the Expiration of the said — Years, he the said A. will renew and continue the said Insurance on the said Premises for the said Sum, at the least for — Years longer, and from the End thereof, for the Residue of the Term of — Years, by the said Lease granted, to be applied for the Purpose aforesaid. *In Witness, &c.*

That the Lessee shall not be chargeable for any Accident by Fire.

AND lastly, it is covenanted, concluded and agreed, by and between the said Parties to these Presents, that the said A. B. his Executors, Administrators or Assigns, shall not by Virtue of these Presents, or any Article, Clause and Agreement herein contained, be chargeable or charged with, or answerable for any Accidents of Fire which shall happen during the Continuance of this Demise, and that such Accidents of Fire are wholly excepted out of the before mentioned Covenant, for keeping and leaving the Premises in Repair; and the said A. B. his Executors, Administrators and Assigns, is not, by Colour of any Clause in these Presents contained, to answer or make good any such Accidents, or any Damage occasioned thereby, but that the same are to be born by the said T. P. his Heirs or Assigns; any Thing in these Presents contained to the contrary in any wise notwithstanding.

That a Lessee shall not lop Trees, but permit the Lessor or his Servants to lop them.

AND that the said E. G. his Executors, Administrators and Assigns, shall not, nor will at any Time or Times hereafter during the said Term of Years hereby granted, lop, top, cut or prune any of the Trees of what Sort or Kind soever, standing, growing or being on the said demised Premises, or any Part or Parcel thereof; but shall and will permit and suffer the said H. Y. her Executors, Administrators, Servants or Assigns, to lop, top, cut or prune the same Trees, or any of them, when and as often as she or they shall be minded so to do.

That the Lessee of an Alehouse shall not brew upon the Premises, and that as often as he does so, or conveys the Premises, (without the Consent of the Lessor) he shall pay 100 l.

AND moreover, that he the said E. G. his Executors, Administrators and Assigns, shall not, nor will at any Time or Times hereafter during the Term of Years hereby granted, make or brew, or cause to be made or brewed any Beer, Ale, or other Liquor, in, upon or about the Premises hereby demised, or any Part thereof, either for Retail in the said Messuage or Tenement, or otherwise howsoever; and that as often as the said E. G. his Executors, Administrators or Assigns, do or shall make or brew any Beer, Ale, or other Liquors as aforesaid, and also as often as he the said E. G. his Executors, Administrators or Assigns, or any of them, do or shall, at any Time or Times hereafter during the Term of Years hereby granted, alien, bargain, sell, assign, grant, demise, or otherwise convey or make away this present Indenture of Lease, or the Term of Years herein granted, or any Part thereof, or the Premises hereby demised, or any Part thereof, to any Person or Persons whatsoever, without the special Licence, Consent and Agreement of the said H. Y. her Executors, Administrators and Assigns, first had and obtained, to be set down in Writing under her or their Hand or Hands on the Back of this present Indenture of Lease, that then he the said E. G. his Executors, Administrators or Assigns, or some of them, shall and will so often content and pay, or cause to be contented and paid unto the said H. Y. her Executors, Administrators or Assigns, the Sum of 100 l. of, &c. (*Nomine pene*).

Nor bring Company into any of the Arbours or Premises of the Lessor, except at certain Times, &c.

AND also that he the said E. G. his Executors, Administrators or Assigns, shall not, nor will at any Time or Times hereafter during the Term of Years hereby granted, bring any Person or Persons, or Company whatsoever, into the Walks, Arbours, old Nine-Pin Ground, or other the Premises of her the said H. Y. or any Ways use the same, except

except only at the Times, and in Manner and Form as is above reserved and mentioned, (i. e. amongst the Parcels) he shall use the same, and not otherwise.

A Deed of Covenant from the Assignee of a Lease, to indemnify the Assignor from the Rents and Covenants in the Lease, where the Assignment is made by Indorsement.

TO all to whom, &c. T. M. of, &c. sends Greeting. **Whereas**, &c. (*Recital of the Lease to M. M.*) **And whereas** the Estate, Right and Title of the said M. M. by divers mesne Assignments and Conveyances in the Law, became vested in H. A. of— **And whereas** the said H. A. by Assignments, indorsed on the Back of the above recited Indenture of Lease, bearing even Date with these Presents, in Consideration of, &c. (*Recital of the Assignment to T. M.*) **Now these Presents witness**, and the said T. M. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said H. A. his Executors and Administrators, by these Presents, that he the said T. M. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter, well and truly pay, or cause to be paid, the said yearly Rent of — l. in the above recited Indenture of Lease reserved, and perform, fulfil and keep all and every the Covenants, Grants, Articles and Agreements mentioned and contained in the said recited Indenture of Lease, on the Tenant or Lessee's Part and Behalf, from henceforth to be paid, kept, done and performed, according to the true Intent and Meaning of the same Indenture, and also well and sufficiently save, defend, keep harmless and indemnified the said H. A. his Executors, Administrators and Assigns, and his and their Lands, Tenements, Goods and Chattels, and every of them, of, from and against the said Rent, Covenants and Agreements, and every of them, and of, from and against all Actions, Suits, Costs, Charges, Damages and Demands whatsoever, for, touching or concerning the same, or any of them, in any Manner of ways whatsoever. **In Witness**, &c.

From the Assignee of Leases, to indemnify the Lessee from Rents and Covenants.

Usually inserted in an absolute Assignment of a Term.

AND lastly, that the said J. S. for herself, her Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said A. J. her Executors and Administrators, by these Presents, that she the said J. S. her Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter during the now Residue of the said several Terms of — Years and — Years, pay and discharge the said several yearly Ground Rents of — and — by the said two several recited Indentures of Lease respectively reserved to the proper Persons intitled to receive the same, and also perform and keep all and every the several Covenants, Conditions and Agreements therein contained, and which from henceforth during the now Residue of the same several Terms on the Lessee's Part are to be paid and performed, and thereof and therefrom shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, keep harmless and indemnified the said A. J. her Executors and Administrators, and her and their Real and Personal Estates, of and from all Actions, Suits, Costs, Charges and Damages, which she or they shall or may pay or sustain for or by Reason or in Respect of her the said J. S. her Executors, Administrators or Assigns Non-payment of the said several yearly Rents, or the Non-performance of any of the Covenants in the said Indentures of Lease reserved and contained, and also of and from all Actions and Suits to be brought by or prosecuted in the Name of the said A. J. her Executors or Administrators, for the Recovering of the said hereby assigned Monies, by Virtue of the Power and Authority hereby given to the said J. S. her Executors, Administrators and Assigns, for that Purpose, and also of and from all Costs and Charges touching the same.

Another, in fewer Words.

— That he the said F. H. his, &c. shall and will at all Times from henceforth pay all Rents payable on the said assigned Lease, and perform and keep all and singular the Covenants and Agreements which on the Lessees or Assignees Parts and Behalves are and ought to be done and performed in Respect of the said Premises, and save harmless and keep indemnified the said H. D. his Executors and Administrators, of and from the same, and all Damages and Expences which may happen to him or them, or any of them, by Reason of the Non-payment or Non-performance thereof.

To

To pay Rent, and perform Covenants in a Lease assigned.

TO all, &c. J. K. &c. sends Greeting. **W**hereas J. C. &c. by his Indenture, &c. bearing Date, &c. did demise and let unto W. C. &c. (*Recite the Lease*): **A**nd whereas W. C. by a Writing or Indorsement on the said recited Lease under his Hand and Seal, bearing Date, &c. for the Considerations therein mentioned *Hath* assigned, &c. unto the said J. K. the said recited Lease and Premises thereby granted, with the Appurtenances, and all his Estate, &c. *To hold*, &c. under and subject to the Rents and Covenants thereby reserved and contained, on his and their Parts to be paid and performed, as by the said recited Lease and Indorsement thereon, Relation, &c. **N**ow these Presents witness, that the said J. K. doth hereby, &c. [*Covenant, &c. to and with the said W. C.*] that he the said J. K. his, &c. shall and will from the, &c. for all the Residue of the said Term of — Years by the said recited Lease granted, well and truly pay or cause, &c. the said yearly Rent thereby reserved, in Manner as the same shall become due and payable; and will also from Time, &c. observe, perform and keep all the Covenants, Articles, Clauses and Agreements therein contained, which on the Tenant's or Lessee's Part of the said Premises are and ought to be paid, done and performed; and thereof and therefrom, and from all Actions, &c. by Reason thereof, or the Non-payment or Non-performance thereof in any wise, shall and will at all Times hereafter well and sufficiently save and keep harmless and indemnified the said W. his Heirs, &c. his and their Lands, Tenements, Goods and Chattels, and every of them. **I**n Witness, &c.

To continue a Lease six Months longer, but if the Lessor can let the House before the Expiration of the six Months, the Lessee to surrender.

THIS Writing indented, &c. **B**etween A. &c. of the one Part, and B. of, &c. of the other Part. **W**hereas, &c. [*Recite the Lease from A.*] which Lease and Term expired on the Feast-Day of, &c. last: **A**nd whereas the said A. hath by Agreement dated, &c. let the said Premises to the said B. from the Feast, &c. unto the Feast of, &c. as thereby may appear: **N**ow these Presents witness, that the said A. doth hereby for himself, his, &c. covenant, &c. that he the said B. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage, &c. and all other the Premises, with the Appurtenances, by the said recited Lease granted, together also with, &c. from, &c. unto, &c. at the Rent or Sum of — l. to be paid as hereunder is mentioned, and under the Covenants, Provisoes and Agreements contained in the said recited Lease, on his and their Parts to be paid and performed during the said Term, without any lawful Let, Suit or Eviction, of or by the said A. his, &c. or any others, by or through his, their or any of their Means or Procurement, (unless the said A. shall in the mean Time let the said Premises to any other Person or Persons; and in such Case these Presents to be determined, and the said B. is to surrender the Premises on or before, &c. **A**nd the said B. doth hereby for himself, his, &c. covenant, &c. that he the said B. his, &c. shall and will, for and during the said Term hereby letten, truly pay or cause to be paid unto the said A. his, &c. the Rent or Sum of, &c. on, &c. or on the said, &c. now next, if the said A. shall let the Premises in the mean Time as aforesaid) and will also observe and perform all and singular the Covenants, Articles and Agreements in the said recited Lease contained, on his and their Parts and Behalves to be observed, performed and kept, as fully and amply as if the same were particularly mentioned and contained in this present Writing: **A**nd the said B. doth also covenant and agree with the said A. that if the said A. shall let the said Premises at any Time before — next, in such Case he will upon Notice thereof, and if required by the said A. his, &c. surrender and yield up the Premises on the, &c. now next, or at any Time afterwards and before — next. **I**n Witness, &c.

A Deed of Covenant from the original Landlord of other Houses to a Lessee of another Tenement, to have Benefit of Lights, &c.

Recitals.

As to his being seised, &c. of Premises.

TO all Persons to whom this present Writing shall come, F. S. of, &c. Gent. sendeth Greeting. **W**hereas the said F. S. is seised to him and his Heirs of and in a certain Piece of Ground, and several Messuages or Tenements erected, called or known by the Name of G.'s Rents, alias *New Court*, situate, &c. now in the Tenure or Occupation of him the said F. S. his Under-Tenants or Assigns: **A**nd whereas F. P. of L. Widow . and

and Relict of *H. P.* late Citizen, &c. deceased, is interested and possessed of and in a certain Messuage or Tenement, with its Appurtenances, commonly called or known by the Name or Sign of the *Sugar Loaf*, situate, &c. which at the Time of the said *H. P.*'s Death, and for several Years, were in the Possession of him the said *H. P.* his Under-Tenants or Assigns: **And whereas** there are several Window-Lights on the North Side of the said Messuage or Tenement, late in the Possession of him the said *H. P.* and now of the said *F. P.* which open or look into the said Ground called *New Court*, belonging to the said *F. S.* as aforesaid; and it is affirmed and insisted upon by the said *F. S.* that the Landlord of the said Messuage or Tenement called the *Sugar Loaf*, had no Right to make the said Window-Lights to open or look into the said Ground of the said *F. S.* and therefore the said *F. S.* in the Life-time of the said *H. P.* did erect Blinds against the said Window-Lights to prevent and obstruct the said *H. P.* from having the Benefit of the said Lights into the said Ground of the said *F. S.* and thereupon the said *H. P.* in his Life-time did come to an Agreement with the said *F. S.* to pay him a certain Sum of Money for the Benefit of the said Lights for a certain Term of Years to come, rather than engage himself in a Suit at Law with the said *F. S.* touching the Right thereof: **And whereas** since the Death of the said *H. P.* the said *F. P.* hath come to an Agreement with the said *F. S.* to give him the Sum of twenty Guineas for the peaceable Enjoyment of the said Lights, for such Term of Years as herein after mentioned: **Now know ye**, that the said *F. S.* (for and in Consideration of the said Sum of twenty Guineas to him in Hand paid by the said *F. P.* at or before, &c. the Receipt, &c.) **Doth** for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *F. P.* her Executors and Administrators, by these Presents, that she the said *F. P.* her Executors and Administrators, and all other the Tenants and Occupiers of the said Messuage or Tenement called the *Sugar Loaf*, shall and may from Time to Time, and at all Times hereafter, for and during and until the Feast-Day of *St. Michael* the Archangel, which will be in the Year of our Lord — peaceably and quietly hold, possess and enjoy the full and free Liberty, Benefit and Advantage of the said several Lights into the said Ground called *New Court*, in such Manner as they now are and have been heretofore held and enjoyed by the Tenants or Occupiers of the said Messuage or Tenement called the *Sugar Loaf*, without any Manner of Let, Hindrance, Molestation or Interruption of or by the said *F. S.* his Heirs, Executors, Administrators and Assigns, or any or either of them, or of or by any other Person or Persons whatsoever, having or claiming any Right, Title or Interest, of, in or to the said Piece or Parcel of Ground called *New Court*. **In Witness** whereof the said *F. S.* hath, &c.

As to the other Tenant's Possession of the other House adjoining.
As to such Tenants, Landlord having no Right to the Lights therein, &c.
And of Blinds being put up, &c.
And as to Agreement for having Benefit thereof, for a Term, &c.
Consideration.

Covenant as to a Lessor's Insurance of Premises; and that Lessee may quit the Premises at any Time during the Term, on giving one Year's Notice.

AND the said *J. N.* for himself, &c. (As to quiet Enjoyment, &c.) **And** that he the said *J. N.* his Heirs and Assigns, or some of them, shall and will at his and their, or some or one of their own proper Costs and Charges forthwith insure upon the said two Messuages or Tenements, with the Buildings and Appurtenances thereunto belonging, the Sum of 1100 l. from Loss against Fire, in the Office of Insurance called *The Office of the Amicable Contributors, or the Hand in Hand Fire-Office in London*, or in some other good sufficient Office, and shall keep and continue so insured during the said Term hereby demised; and also shall and will, at his and their like Costs and Charges, rebuild or make good, as Occasion shall require, the said Messuages or Tenements, with the Buildings and Appurtenances thereunto belonging, if the same at any Time during the said Term shall happen to be burned, blown up or damaged, by or by Means of any Fire, in as reasonable Time as the same can be rebuilt, repaired and made good in, after such Fire, Blowing up or Damages shall so happen to the same, to and for the Use, Benefit and Occupation of the said *C. T.* his Executors, &c. during the Continuance of this Demise, according to the true Intent and Meaning of these Presents. **And lastly**, it is hereby mutually covenanted, agreed and declared by and between the Parties hereto, for themselves and for their respective Executors, &c. and the true Intent and Meaning of them and of these Presents is, that if the said *C. T.* his Executors, &c. shall be minded or desirous to leave or surrender up the said demised Premises, with the Appurtenances, at the End of any one Year of the said Term of 42 Years hereby demised, and of such his or their Mind and Intention shall give or leave Notice or Warning in Writing to or with the said *J. N.* his Heirs or Assigns, by the Space of twelve Months at least next before the Expiration of such one Year of the said Term of 42 Years, whereof such Notice shall be given for leaving the said

said Premises as aforesaid, that then and in such Case it shall and may be lawful to and for the said C. T. his Executors, &c. so to do, and thereupon the Remainder of the Time and Term hereby demised, which shall be then to come and unexpired, at the Expiration of such Notice or Warning shall cease, determine and be utterly void, as if the same had not been demised or granted for such further Time or Term, and this present Indenture of Lease shall then be esteemed, deemed and taken to be fully expressed and determined; any Thing herein contained to the contrary thereof notwithstanding.

A Covenant whereby a Tenant is obliged to accept of a new Lease for a further Term, which was before at his Option, &c.

By Indorsement.

Whereas the within named J. H. by Virtue of the last Covenant on the within written Indenture contained, is intitled to have a new Lease made to him from the within named E. B. (in Case he can obtain a Licence for that Purpose) of the within demised Premises, for the further Term of eleven Years therein, to commence from the Expiration of the present Term of eleven Years, by the said Indenture granted in Case he the said J. H. shall give six Months Notice to the said E. B. for having a new Lease for such further Term, in Manner as is within mentioned; *And* he the said E. B. is thereby obliged to grant such new Lease, but the same being therein only at the Option of the said J. H. which was not intended to be at such his Option: **Now therefore** the said J. H. for himself, his Executors and Administrators, doth hereby covenant with the said E. B. his Heirs and Assigns, in Manner as follows, *viz.* That (in Case the said E. B. his Heirs or Assigns, shall, at any Time before the End of the present demised Term of eleven Years granted of the said Premises, obtain a Licence from the Lord of the Manor whereof the same are held, for granting a Lease thereof for any further Term therein) then and in such Case he the said J. H. his Executors, Administrators or Assigns, shall and will accept of such new Lease to be made of the said Premises to him and them for the said further Term of eleven Years therein, commencing as aforesaid, at and under the like yearly Rent, Covenants, Conditions and Agreements as are in the present Lease reserved and contained, (save and except as to a further Term therein after the Expiration of such new additional Term of eleven Years): **And also** that he the said J. H. his Executors, Administrators or Assigns, on the making to him or them of such new Lease as aforesaid, shall and will then duly execute and deliver a Counterpart thereof unto the said E. B. his Heirs or Assigns. **And lastly**, that the Charge of such new Lease and Counterpart thereof shall be paid by the said J. H. his Executors, Administrators or Assigns. **In Witness** whereof the said J. H. hath hereunto set his Hand and Seal this — Day of, &c.

X. Covenants concerning Copyhold Estates.

To surrender Copyhold Lands, if any of the Premises be such. (In a Deed of Partition).

— That in Case any of the herein before mentioned or intended to be described Hereditaments and Premises shall hereafter appear, and prove to be of the Nature of Copyhold, that then and in such Case they the said M. C. S. M. A. his Wife, S. M. and P. C. and each and every of them, their and each and every of their Heirs and Assigns, (at the Request, Cost and Charges of each of them the said W. M. S. M. A. his Wife, S. M. and P. C. their Heirs and Assigns, as shall desire or require the same, and in whose particular Allotment or Partition of the said Premises such Copyhold Lands, &c. shall fall or happen to be) shall and will at the then next Court after such Request to be held for the Manor or Manors whereof such Copyhold Lands, &c. are held, or so soon after as conveniently may or can be surrendered, assure and convey accordingly to and for the Use of such Person or Persons so requesting, and who, by Virtue of any the Limitations aforesaid, is hereby intended to be intitled to the same, so that thereby the Title of each respective Party to all the Premises allotted to them, and every or any of them respectively, may be perfected and completed.

The like, in a Marriage Settlement, from the intended Husband (for his Father, Mother, and himself) to Trustees.

— The said *W. N.* the Younger, (*the intended Husband*) doth for himself and his Heirs covenant with the said *G. H.* and *W. P. W.* (*the Trustees*) and their Heirs, that they the said *W. N.* the Elder and *M.* his Wife, (*the Husband's Father and Mother*), and *W. N.* the Younger, shall and will within the Space of — well and effectually surrender into the Hands of the Lord of the Manor of — by the Rod, by the Hands and Acceptance of the Steward thereof for the Time Being, either in or out of Court, according to the Custom of the said Manor, one Messuage, &c. to the Use, &c.

From a Releasor, to surrender such Part of the Premises as are Copyhold.

AND the said *A.* for himself, &c. doth, &c. that they the said *A.* and *B.* his Wife, and *C.* their Heirs or Assigns, shall, &c. within, &c. surrender into the Hands of the Lord or Lady of the Manor of — all such Part and Parcels, and so much of the afore-said Messuage, &c. in the said recited Indenture mentioned to be then in the Possession of, &c. and held, &c. and all the Estate, &c. to and for the only proper Use and Benefit of the said *D.* his Heirs and Assigns for ever.

Another, in a Release of Lands, that the Copyhold Premises shall be immediately surrendered.

— That he the said *T. B.* shall immediately after the Executing of these Presents, at the proper Costs and Charges in the Law of the said *R. E.* duly and absolutely surrender into the Hands of the respective Lords of the said several Manors afore mentioned, according to the Custom of the said respective Manors, all the said several and respective Copyhold or Customary Premises, with their respective Appurtenances, **To the sole Use** and Behoof of the said *R. E.* his Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the Manor.

A Deed of Covenants upon Sale of a Copyhold Estate.

THIS Indenture, made, &c. **Between** *J. S.* of — of the one Part, and *J. C.* of — of the other Part. **Whereas** the said *J. S.* by Articles of Agreement in Writing, bearing Date, &c. duly executed and made between him the said *J. S.* of the one Part, and the said *J. C.* of the other Part, *Did* agree for the Consideration of, &c. absolutely to surrender and convey the several Copyhold Messuages or Tenements herein after particularly mentioned, and the Gardens, &c. thereunto belonging; *To the Use* of the said *J. C.* his Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the Manor of — in the County of — And in Pursuance of the said Agreement the said *J. S.* hath on the Day of the Date hereof surrendered into the Hands of the Lord of the Manor the Premises aforesaid, *viz.* All those, &c. *To the Use* and Behoof, &c. at the Will of the Lord, according to the Custom of the said Manor: **Now this Indenture witnesseth,** that the said *J. S.* in Consideration of the Sum, &c. the Receipt, &c. and for divers other good, &c. **Hath** covenanted, promised and granted, and by these Presents for himself, his Heirs, &c. and for every of them, **Doth** covenant, &c. to and with the said *J. C.* his Heirs and Assigns, that he the said *J. S.* at the Time of the making of the said herein before in Part recited Surrender, had in himself a good and indefeasible Estate of Inheritance in Fee-simple, at the Will of the Lord, according to the Custom of the said Manor of — of and in all and every the said Messuages, or Tenements and Premises so surrendered as aforesaid, and every Part and Parcel thereof; **And** had a good Right, and lawful and absolute Power and Authority in himself to surrender the same, and every Part thereof, to the Use of the said *J. C.* and his Heirs, and in such Manner and Form as above mentioned; **And** that the same Premises, and every Part and Parcel thereof, then were and was clear and free of and from all and all Manner of former and other Surrenders, Charges and Incumbrances whatsoever at any Time heretofore made, done, committed, suffered or executed, or caused or procured to be made, &c. by him the said *J. S.* **And also** that he the said *J. C.* his Heirs and Assigns, and every of them, shall and lawfully may from henceforth from Time, &c. hereafter, at the Will of the Lord, according to the Custom of the said Manor, peaceably and quietly have, hold, occupy, possess and enjoy all

Recital of Agreement to surrender and convey.

Of the Surrender.

Consideration;

Covenants;

Lawfully seized at the Surrender.

Had a Right to surrender,

free from Incumbrances.

Quiet Enjoyment.

all

Further Assurance.

all and every the said, &c. and receive and take the Rents, &c. to his and their own proper Use and Behoof, without any Manner of Let, &c. of, from or by the said J. S. his Heirs or Assigns, or any of them, or any other Person or Persons whatsoever, claiming or to claim from, by or under him, them, or any of them: **And also** that he the said J. S. his Heirs and Assigns, and all, &c. having or lawfully claiming any Estate, &c. of, in or to, &c. by, from or under him the said J. S. shall and will from Time, &c. hereafter within the Space of seven Years next ensuing the Date hereof, at the reasonable Request, and at the proper Costs, &c. of the said J. C. his Heirs or Assigns, or some of them, make, do, acknowledge, execute and suffer, or cause, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things whatsoever, for the future, better, more perfect and absolute Assuring, Surrendring, Conveying and Confirming the said Messuages, &c. unto the said J. C. and his Heirs for ever, at the Will of the Lord, according to the Custom of the said Manor of — be it by Recovery, according to the Custom of the said Manor of — Surrender, Release or Confirmation of all or any the said Ways or Means, or by any other Ways or Means in the Law whatsoever, as by the said J. C. his Heirs or Assigns, or any of them, his, their or any of their Counsel learned in the Law, shall be reasonably devised, advised or required. **In Witness, &c.**

A Deed of Covenants upon mortgaging a Copyhold Estate.

Recital of Bond from Mortgagor.

Surrender by way of Mortgage.

Covenant to pay the Mortgage Money according to the Proviso in the Surrender.

For peaceable Enjoyment, if Default of Payment be made;

and to make further Assurance.

THIS Indenture, made, &c. **Between** J. J. of — (*the Mortgagor*) of the one Part, and J. O. of — (*the Mortgagee*) of the other Part. **Whereas**, &c. (*Recital of a Bond from the Mortgagor to the Mortgagee for Payment of 400 l. and Interest*): **And whereas** the said J. J. for the further and better securing the said Bond Debt, did on the — Day of — Instant surrender out of Court out of his Hands into the Hands of the Lord of the Manor of J. in the County of W. by the Rod, according to the Custom of the said Manor, by the Hands and Acceptance of R. D. Steward of the said Manor, *All that, &c. within the Manor aforesaid, and the Reversion, &c. all which said Premises are situate, &c. within the Manor aforesaid, and were taken up among other Premises by the said J. J. at a General Court held for the Manor aforesaid, the — Day of — To the Use and Behoof of the said J. O. his Heirs and Assigns for ever; Subject nevertheless to a Proviso, that if the said J. J. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said J. O. his Executors, Administrators or Assigns, the full Sum of 400 l. of, &c. on, &c. with lawful Interest for the same, then the said Surrender to be void, otherwise to remain in full Force and Virtue, as by the said Surrender, Relation, &c.* **Now** the said J. J. **Doth** for himself, his Heirs, &c. covenant, promise and grant, to and with the said J. O. his Executors, &c. by these Presents, that he the said J. J. his Heirs, &c. shall and will well and truly pay or cause to be paid unto the said J. O. his Executors, &c. the said Sum of, &c. with Interest for the same after the Rate of 5 l. per Cent. per Ann. at the Day, and in the Manner and Form in the said Proviso or Condition of the said Surrender before recited, limited and appointed for Payment thereof: **And further also**, the said J. J. for himself, his Heirs, &c. doth covenant, &c. to the said J. O. his Heirs and Assigns, in Manner following, (that is to say), That (*the said J. J. had a good Estate, and Power to surrender, free from Incumbrances, as in the last Precedent*). **And further also**, that in Case the said J. J. his Heirs, &c. shall make any Default of or in Payment of the said Sum of 400 l. and Interest, or any Part thereof, at the Day in the said Proviso or Condition of the said herein before recited Surrender limited or appointed for the Payment thereof, that then and from thenceforth he the said J. J. his Heirs and Assigns, shall and lawfully may from Time to Time, and at all Times from and after such Default shall happen to be made in Payment of the said Sum of 400 l. and Interest, or any Part thereof as aforesaid, fully, quietly and peaceably have, hold, &c. (*as in the last Precedent*). **And moreover**, that in Case of any such Default in Payment as aforesaid, he the said J. J. his Heirs and Assigns, and all, &c. shall and will from Time to Time, and at all Times after such Default shall happen to be made in Payment of the said Sum of 400 l. and Interest, or any Part thereof as aforesaid, at and upon the reasonable Request, and at the proper Cost, &c. (*make further Assurance, as in the last Precedent*). **And lastly**, it is hereby declared, &c. (*that if Default be made in Payment of the Money, the Mortgagee shall receive the Profits of the Premises, vide Tit. Declaration.*) **In Witness, &c.**

To pay Money according to a Proviso in a Surrender of a Copyhold Estate, &c.

ID all, &c. *A. &c.* **Whereas** the said *A.* one of the Customary Tenants of the Manor of *O.* hath by a certain Writing or Surrender, bearing even Date with these Presents, out of Court surrendered into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of *B.* Steward of the said Manor, all these three Customary Tenements, with the Appurtenances, situate, &c. within the Manor aforesaid, in the Tenure, &c. to which the said *A.* was admitted amongst other Things, at a General Court-Baron held for the Manor aforesaid, the, &c. to the Use and Behoof of *C.* of, &c. his Heirs and Assigns for ever, under a Proviso or Condition nevertheless in the said Surrender contained, for making void thereof, upon Payment to the said *C.* his Executors, Administrators or Assigns, of the Sum of — *l.* of good and lawful Money, on, &c. as thereby, Relation, &c. **Now know ye,** that the said *A.* for himself, his, &c. doth covenant, &c. with the said *C.* his, &c. by these Presents, in Manner following; (that is to say) That the said *A.* his, &c. or some of them, shall and will well and truly pay, or cause, &c. unto the said *C.* his, &c. the said Sum of, &c. on, &c. without making any Deduction whatsoever out of the same, according to the Purport, Limitation, and true Meaning of the said Proviso contained in the said recited Surrender, and in full Discharge thereof; **And further,** that he the said *A.* at the Time of making the said Surrender, had in himself good Right and lawful Authority to surrender the said Premises, and every Part thereof, unto the said *C.* and his Heirs, in Manner as aforesaid, and that the same are free from all former Surrenders, Charges and Incumbrances whatsoever, made, done or committed by the said *A.* or any other Person or Persons whatsoever; **And further,** that if in case Default shall happen to be made in Payment of the said Sum of — *l.* or any Part thereof, on, &c. contrary to the true Meaning of the said Proviso, and of these Presents; that then and from thenceforth, he the said *C.* his, &c. shall and lawfully may, from Time, &c. peaceably enter into, have, hold, occupy and enjoy the Tenements and Premises, with the Appurtenances, and receive and take all the Rents and Profits thereof, to his and their own Use and Uses, without any Let, &c. of or by the said *A.* or any other Person or Persons whatsoever; **And lastly,** in case of such Default of Payment of the said Sum of — or any Part thereof as aforesaid, that then he the said *A.* his, &c. and all others claiming or to claim any Estate, Right, Title or Interest, of, in or to the said Premises, or any Part thereof, shall and will at all Times, at the Request and Charge of the said *C.* his, &c. make, do, acknowledge, suffer and execute, or cause and procure to be made, &c. all such further Acts, Things, Surrenders and Assurances, for the more perfect and absolute surrendring and assuring the Premises unto the said *C.* his, &c. for ever, according to the Custom of the said Manor, discharged of the aforesaid Proviso or Condition contained in the said recited Surrender, as by the said *C.* his, &c. or his or their Counsel learned in the Law, shall be reasonably advised and required; and to the Performance of the several Covenants, Payments, Grants and Agreements aforesaid, the said *A.* bindeth, &c. **In Witness,** &c.

XI. Covenants concerning Annuities and Rents-Charge.

That the Grantor of an Annuity will pay the same.

— That he the said *T. T.* shall and will yearly and every Year, well and truly pay, or cause to be paid unto the said *S. H.* or her Assigns, the said Annuity or yearly Sum of *194 l.* and every Part and Parcel thereof, in Manner and Form aforesaid, according to the Tenor, Purport, Intention and true Meaning of these Presents.

Another, that the Grantor of an Annuity will pay the same quarterly, free from Taxes, &c.

AND that he will well and truly pay and satisfy the same by quarterly Payments, at such Feast-Days or Times as before appointed for the Payment thereof, without Deduction or Abatement whatsoever, for or by Reason of any Taxes or Impositions whatsoever, that shall be taxed, imposed or assessed upon the said Annuity or yearly Rent-Charge of *15 l.* hereby granted or mentioned to be hereby granted, or upon the said *B. F.* or her Assigns, for or by Reason or in Respect of the said Annuity or yearly Rent-Charge, by

any Act of Parliament already or hereafter to be made; **And** that he the said *N. F.* shall and will bear and pay the same, and save and keep harmless and indemnified the said *B. F.* and her Assigns, of and from the Payment thereof.

Another.

AND the said *G. P.* for himself, &c. doth covenant, &c. that if the said intended Marriage shall take Effect, he the said *G. P.* or his Assigns, shall and will well and truly pay the said Annual Sum of 100*l.* to the said *Sir H.* and *H.* their Heirs and Assigns, on the Days whereon the same is made payable, without any Deduction or Abatement whatsoever. (See more Tit. Grants.)

And if the Grantee shall survive the Grantor, and the Grantor shall leave neither Wife nor Child at his Death, then his Executors shall pay a Sum of Money to the Grantee.

AND further also, that in case the said *S. H.* shall survive the said *T. T.* and that the said *T. T.* shall not, at the Time of his Decease, have either Wife or Child living, that then and in such Case, the Executors or Administrators of the said *T. T.* shall pay, or cause to be paid unto the said *S. H.* within six Months next after the Decease of the said *T. T.* having no Wife or Child at such Time, as aforesaid, the Sum of 1500*l.* of, &c. (Vide a Proviso that followed, Tit. Proviso.)

To distrain and enter, upon Non-payment of an Annuity.

AND the said *N. F.* doth hereby covenant to and with the said *B. F.* her Executors, Administrators and Assigns, that if it shall happen the said Annuity or yearly Rent-Charge of 15*l.* or any Part thereof, to be behind or unpaid, at (or in — Days next after) any of the Days and Times whereon the same ought to be paid, (or any of the said quarterly Days or Times of Payment hereof as aforesaid) that then and so often, it shall and may be lawful to and for the said *B. F.* and her Assigns, (during the Term of —) into and upon, &c. and Premises, out of which the said Annuity or yearly Rent-Charge is granted or mentioned to be granted, to be issuing or mentioned to be issuing as aforesaid, and into every or any Part or Parcel thereof, at her and their Liberty, Choice and Pleasure, to enter and distrain for the said Annuity or yearly Rent-Charge of 15*l.* and all Arrears thereof, and the Distress and Distresses then and there found, to take and carry away and impound, and the same in Pound to detain and keep, until the same Annuity or yearly Rent-Charge of 15*l.* and all Arrears thereof for which such Distress or Distresses shall be made as aforesaid, and all Costs and Charges touching and concerning the taking and detaining such Distress and Distresses, shall be unto the said *B. F.* or her Assigns, fully satisfied, contented and paid; **And further**, if it shall happen the said Annuity or yearly Rent-Charge, or any Part thereof, to be behind and unpaid by the Space of 14 Days next after any of the said Days on which the same ought to be paid as aforesaid, that then and so often and from Time to Time, it shall and may be lawful to and for the said *B. F.* and her Assigns, during, &c. into, &c. (as above) to enter, and the same to retain, hold and keep, and receive and take the Rents, Issues and Profits thereof, until she and they shall therewith and thereby be fully paid and satisfied the same Annuity or yearly Rent-Charge of 15*l.* and every Part thereof, or such Part or Parts of the said Annuity or yearly Rent-Charge, and of the Arrearages thereof as shall be then behind and unpaid, and all Damages, Costs, Charges and Expences in and about, or by Reason of any Non-payment of the same.

To pay an Annuity during Life, in Consideration of a Sum paid down.

TO all, &c. *A.* of, &c. **Know ye**, that the said *A.* for and in Consideration of the Sum of, &c. to him in Hand, at, &c. by *B.* of, &c. well and truly paid, the Receipt, &c. **Doth** hereby for himself, his, &c. covenant, &c. to and with the said *B.* her, &c. that he the said *A.* his, &c. or some of them, yearly and every Year, from the, &c. last past, before the Date hereof, for and during so long Time as she the said *B.* shall happen to live, shall and will well and truly pay, or cause, &c. unto the said *B.* and her Assigns, the Annuity or yearly Sum of 10*l.* of, &c. by equal quarterly Payments, on the four most usual Feasts or Quarter-Days in the Year; (that is to say) The Feast-Days of, &c. the first

first quarterly Payment thereof to be made on the Feast-Day of, &c. next ensuing the Date hereof, and that free and clear of and without making any Deduction or Abatement whatsoever out of the same, for any Manner of Taxes, Assessments, Charges or Impositions whatsoever, which shall or may be taxed, charged or imposed thereon, or upon her the said B. in Respect thereof, by Act of Parliament, or otherwise howsoever; **To** the true Payment whereof as aforesaid, the said B. bindeth himself, his, &c. unto the said B. her, &c. in the Sum or Penalty of, &c. firmly by these Presents: **In Witness**, &c.

XII. Covenants concerning Debtors and Creditors.

A Deed of Covenants between a Debtor and his Creditors, whereby he assigns over all his Estate (being all Personal) to two of them, in Trust for themselves and the other Creditors, in order to be distributed between them, according to the quantum of their Debts, to save taking out a Commission of Bankruptcy.

THIS Indenture made, &c. **Between** A. of, &c. of the one Part, and B. and C. of, &c. (two of the Creditors of the said A. as well for and on Behalf of themselves, as of all other the Creditors of the said A. who have hereunto subscribed and set their Hands and Seals) of the other Part. **Whereas** the said A. is and standeth indebted, and doth owe unto the said B. and C. and other his said Creditors, the several Debts and Sums of Money in the Schedule hereunder written (intituled the first Schedule) particularly mentioned, which he is not at present capable to pay and satisfy them: **And whereas** the said A. being willing and desirous to pay and satisfy the said B. and C. and other his said Creditors, their said respective Debts, so far as his Household-Goods, Credits, and other Personal Estate will amount unto and extend, *Did* in order thereunto at a Meeting of his said Creditors, on the 13th of this Instant *January*, produce and lay before them a just and true Account of all his Goods, Chattels and Credits, and other Personal Estate whereof he was then possessed, or any ways intituled unto, and then proposed to make an Assignment thereof unto and amongst his said Creditors, for and towards Payment and Satisfaction of their said Debts, *Which* said Account is in the other Schedule hereunto under written, intituled the second Schedule particularly mentioned and expressed; **And** as to the Truth and Reality of the said Account, the said A. hath, before the Executing hereof, made an Affidavit before — (one of the present Masters of the High Court of Chancery; *Whereupon* the said several Creditors having considered the Circumstances and Condition of the said A. and from his free Confession, and full Discovery of his said Personal Estate and Effects, and his Readiness to make over the same towards Payment of their said Debts, and that he is no ways capable to make or give them any further or better Satisfaction and Payment, than by and with the said Household-Goods, Credits, and other the Personal Estate of the said A. in the said second Schedule mentioned, they have consented and agreed to accept and take an Assignment of the same in the Names of the said B. and C. in Trust as well for themselves, as for all other the Creditors of the said A. in full Payment, Satisfaction and Discharge of the said several Debts and Sums of Money so to them due and owing by and from the said A. in the Proportions according to the *Quantum* of their respective Debts: **Now this Indenture witnesseth**, that for the Intent and Purpose aforesaid, the said A. **Hath** bargained, sold, assigned and set over, and by these Presents **Doth** fully, freely, clearly and absolutely bargain, &c. unto the said B. and C. (at and by the Nomination and Appointment of all the other Creditors of the said A. testified by their Signing and Sealing of these Presents) **All** and every the Household-Goods, Credits, Sum and Sums of Money, and other the Personal Estate and Effects whatsoever of him the said A. in the said second Schedule hereunder written particularly mentioned and expressed, **And all** the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, both at Law and in Equity, of him the said A. of, in and to the same, and of, in and to every Part and Parcel thereof; **To have**, hold, receive, take and enjoy the said Household-Goods, Credits, Sum and Sums of Money, and other the Personal Estate in the said second Schedule hereunto annexed particularly mentioned, and hereby intended to be assigned unto the said B. and C. their Executors, Administrators and Assigns; **In Trust** as well for themselves, as for all other the Creditors of the said A. who have hereunto subscribed and set their Hands and Seals, their respective Executors, Administrators and Assigns, in equal Proportions, according to the *Quantum* of their respective Debts. **And** the said A. for the Considerations aforesaid, hath made, ordained, constituted and appointed, and by these Presents doth, &c. and in his Place and Stead put the said B. and C. his true and lawful Attorney and Attornies

Recitals, viz:

His being indebted and unable to pay, &c.

His laying a true Account of all his Estate before his Creditors, and by an Affidavit in Cancellaria juravit veritatem ejusdem.

Consideration.

Habendum to two of the Creditors, in Trust for themselves and the rest of the Creditors. Power to sell Goods and collect the Debts, &c.

Confirms all that his Attornies shall lawfully do, &c.

Debtor covenants, viz. That the Debts in Schedule are now due, and that he hath not, nor shall receive the same, nor release the Action or Suit, &c. to be brought in his Name for the same.

Creditors covenant, that the Effects hereby assigned to them shall be in full of all their Demands, and at Execution hereof will execute General Releases.

The two Creditors (the Trustees) covenant to divide all the Monies they shall receive between all the Creditors, Share and Share alike.

nies irrevocable jointly and severally, for and in the Name of him the said *A.* or otherwise; to sell and dispose of the said Household-Goods and Effects, and also to ask, demand and receive of and from the several Persons in the said second Schedule named, their respective Heirs, Executors and Administrators, the several Sum and Sums of Money therein mentioned to be due and owing from them respectively to him the said *A.* and upon Receipt thereof, or of any Part thereof, to give such Acquittances, or other Discharges for the same, as shall be needful and requisite, and in case of Non-payment thereof, or of any Part thereof, to use such lawful Ways and Means for the recovering, getting and obtaining the same, as the said *B.* and *C.* jointly or severally shall think proper, or shall in that Behalf be advised; **And** the said *A.* doth hereby give and grant unto the said Attornies jointly and severally, his full and absolute Power and Authority in the Premises, both for Receiving and Discharging of the same, and doth likewise hereby ratify, confirm and allow all and whatsoever his said Attornies jointly or severally shall lawfully do, or cause to be done in and about the Premises, by Virtue of these Presents, and of the Power and Authority hereby given them, as firm, valid and effectual, to all Intents and Purposes, as if the said *A.* was personally present and actually did the same in his own Person. **And** the said *A.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *B.* and *C.* their Executors, Administrators and Assigns, that all and every the Sum and Sums of Money in the said second Schedule mentioned to be due and owing to him the said *A.* is and are now due, owing and standing out to him the said *A.* by and from the several Persons therein named, and that he hath not received the same, or any of them; neither will he, his Executors or Administrators, at any Time hereafter receive the same, or any of them, unless it be at the Request and by the Direction of the said *B.* and *C.* upon the Trusts herein before declared; and that he the said *A.* his Executors or Administrators, shall not, nor will release or discharge any Suit or Action, that shall or may be brought or commenced in his Name for Recovery of any of the said Sums of Money, unless it be at the like Request, and by the like Direction of them the said *B.* and *C.* or one of them: **And this Indenture further witnesseth,** and the said *B.* and *C.* as well for themselves, their Executors, Administrators and Assigns, as also for all other the Creditors of the said *A.* who have hereunto subscribed and set their Hands and Seals, their several Executors, Administrators and Assigns do, and each of them doth severally covenant, promise and agree to and with the said *A.* his Executors and Administrators by these Presents, that they the said Creditors, and each of them, for his and her Part, shall accept and take the said Household-Goods, Credits, Sum and Sums of Money, and other the Effects and Personal Estate of the said *A.* in the said second Schedule hereunto annexed mentioned, and hereby intended to be assigned, in full Payment, Satisfaction and Discharge of the said several and respective Debts to them respectively due and owing in the said first Schedule hereunder written mentioned; and that they the said Creditors, and each and every of them, from and after the Execution of these Presents, shall and will upon the Request, and at the Costs and Charges of the said *A.* his Executors or Administrators, duly seal and execute unto him and them General Releases, or other sufficient Discharges of all Actions, Accounts, Covenants, Debts and Demands whatsoever, from the Beginning of the World to the Day of the Date of such General Release or Discharge; **And** the said *B.* and *C.* for themselves, their Executors and Administrators do, and each of them doth covenant, promise and agree, to and with the said other Creditors of the said *A.* who have hereunto subscribed and set their Hands and Seals, their several and respective Executors, Administrators and Assigns by these Presents, that they the said *B.* and *C.* their Executors and Administrators, shall and will from Time to Time, as any Monies shall come to their or any of their Hands by Sale of the said Household-Goods, or by Perception of any the Sums of Money in the said second Schedule mentioned, by Virtue of these Presents, and the Assignment hereby made to them (all necessary Charges and Expences in and about receiving the same being first deducted) well and truly share, divide and pay the same, unto and amongst themselves, and all other the said Creditors in equal Proportions, according to the *Quantum* of their and each and every of their respective Debt and Debts, as the same are mentioned and set down in the said first Schedule hereunder written. **In Witness,** &c.

A Deed of Covenant from a Debtor to one of his Creditors and a Trustee, whereby they are to raise and pay out of the Rents and Profits of several Messuages, Lands, &c. his several Debts with Interest to his said Creditors, as in a Deed particularly mentioned.

THIS Indenture Tripartite made, &c. **Between** the Honourable H. V. Esq; (Son and Heir apparent of the Right Honourable G. Lord B. Baron of B. C. in the County Palatine of D.) of the first Part, J. N. of, &c. Jeweller, (one of the Creditors of the said H. V.) and E. E. of, &c. Gent. of the second Part, and E. C. of, &c. Widow, T. H. J. C. and C. B. of, &c. Mercers and Copartners, G. T. of, &c. Woollen-Draper, M. P. of, &c. Laceman, and T. W. of, &c. (other Creditors of the said H. V.) of the third Part.

Whereas by Indenture *Quadrupartite*, bearing Date, &c. made in Pursuance of certain Marriage Articles, bearing Date, &c. and previous to the Intermarriage of the said H. V. with the Lady G. his now Wife (eldest Daughter of the most Noble C. Duke of C. divers Messuages, &c. therein particularly mentioned and described, Parcel or reputed Parcel of the Demefne of the Manor and Town of R. in the County Palatine or Bishoprick of D. amounting to the yearly Value of 800*l.* Were (amongst other Lands and Tenements therein likewise particularly mentioned of about the yearly Value of 850*l.* conveyed unto the said H. V. and his Heirs, during the Life of the said B. from and after the then intended Marriage, *And subject* to a Term of 99 Years thereby limited to Trustees, during the Life of the said H. V. and the said Lady G. his Wife, for Raising and Paying by and out of the Rents and Profits of the Premises, *To* and for the Lady G. the yearly Sum of 300*l.* for her own separate Use, notwithstanding her Coverture, by four quarterly Payments therein mentioned) *To the Use* of the said H. V. and his Assigns, for and during the Joint Lives of him the said Lord B. *Under and subject* to a Proviso therein contained, that if the said H. V. did not, nor should, on or before the 28th Day of *January* in the Year, &c. limit and convey Lands of the yearly Value of 1000*l.* unto or to the Use of the said Lady G. for her Life, in case she should survive the said H. V. and also charge the same Lands with an Annuity or Rent-Charge of 300*l.* *per Ann.* for the separate Use of the said Lady G. during the Joint Lives of her and the said H. V. nor did not, nor should, on or before the 28th Day of *January* 17---. join with the said Lord B. in suffering one or more Recovery or Recoveries of all Lands in Jointure to the Lady B. and limit 1000*l.* *per Ann.* Part of such Lands, (*Subject* to the Estate for Life of the said Lord B. and to the Jointure Estate for Life of the said Lady B. and to the Estate for Life of the said H. V. in the same Lands, *And subject* to such Power and Authorities as were given to the Lord B. and the said Lady B. by the Marriage Settlement of the said Lady B. bearing Date the, &c. to Trustees, to be for that Purpose named for 1000 Years, for Raising 10000*l.* for the Portion or Portions of all and every the Daughter and Daughters, younger Son and younger Sons of the then intended Marriage, who should not become an eldest or only Son, in such Manner as in the said Articles is mentioned); that then and in any of the said Cases, the Use and Estate before limited to the said H. V. and his Assigns, during the Joint Lives of him and the said Lord B. should cease and determine, and that from thenceforth the said Conveyance thereby made should be and enure, and the said H. V. and his Heirs, should stand and be seised of the said Premises, *To the Use* of Sir T. C. Bart. and T. P. Esq; Trustees therein named, and their Heirs, during the Life of the said Lord B. *Upon* the several, and to and for the Uses, Intents and Purposes therein particularly mentioned and expressed: **And whereas** since the Execution of the said Articles and Settlement, the said Marriage between the said H. V. and the said Lady G. hath been had and solemnised, and no Part of the Terms or Conditions in the said recited Proviso in the said Indenture mentioned, hath been yet performed; *But* the said H. V. now is, and ever since the said Marriage hath received the Rents and Profits of the several Farms, Lands and Tenements, and others herein after particularly mentioned, by and with the Consent and Appointment of the said Lord B. (that is to say) *Of all* that Farm or Tenement, now or late in the Tenure or Occupation of G. B. at or under the yearly Rent of 7*l.* 10*s.* and a Messuage, Farm or Tenement, with the Lands thereunto belonging, now or late in the Tenure or Occupation of S. B. his Undertenant and Assign, at and under the yearly Rent of 120*l.* (*the several other Farms, &c.*) **All** which before mentioned Farms, Lands, Tenements, Hereditaments and Premises, with their Appurtenances, are or are reputed Parcel of R. Township in the said County Palatine or Bishoprick of D. **And whereas** the said H. V. at this Time stands justly indebted to the said J. N. in the Sum of 800*l.*

Recitals, viz.
As to Mr. V.'s Marriage Articles and Settlement, whereby he is intitled to the said Messuage, &c. during the Joint Lives of him and his Father, subject to Payment of 800*l.* *per Ann.* Pin-Money to his Wife.

As to a Proviso for joining in Recovery and settling other Lands, &c.

As to Mr. V.'s now Receipt of said Messuages, &c.

As to the several Debts due from

Mr. V. to his
Creditors Par-
ties, &c.

Consideration.

Covenant
from Mr. V.
to Trustees,
that they may
pay the Rents
of Messuage,
&c.

To the Credi-
tors their se-
veral Debts
with Interest,
in the Propor-
tions and at
the Time
within men-
tioned.

Trust.

Further Trust
to permit H. V.
to receive the
Residue of
Rents of Pre-
misses, during
the Joint Lives
of him and
his Father.
Provido, that
after Debts
and Trustee's
Charges paid
them, present
Indenture to
be void.

Mr. V.'s
Covenant,
viz. to pay
to his Lady
300 l. Pin-
Money ex-
clusive of
Debts, out of

Principal Money, and unto the said E. C. in the Sum of 589 l. 11 s. 8 d. Principal Money, and unto the said T. H. J. C. and C. B. in 339 l. 14 s. 10 d. to G. T. 258 l. 6 s. 7 d. M. P. 291 l. 3 s. and to T. W. 165 l. 16 s. 5 d. Principal Money, all which said Sums amount together to the Sum of 2484 l. 12 s. 6 d. Principal Money, for the Payment and Satisfaction of which said Sums of Money, with Interest for the same respectively, after the Rate of 5 l. per Cent. per Ann. the said H. V. hath agreed to make Provision out of the Rents and Profits of the said Farms, Tenements and Premises, in the Manner herein after mentioned: **Now this Indenture witnesseth**, that for and in Consideration of the Premises, he the said H. V. at the Instance and Request, and by and with the Consent, Direction and Appointment of the said E. C. T. H. J. C. C. B. G. T. M. P. and T. W. respectively, testified by their being Parties to, and Signing and Sealing of these Presents, **Doth** covenanted, declared and agreed, and by these Presents **Doth** covenant, declare and agree, to and with the said J. N. and E. E. and the Survivor of them, their Executors and Administrators, that it shall and may be lawful to and for the said J. N. and E. E. and the Survivor of them, their Executors and Administrators, to take and receive the Rents, Issues and Profits of all and singular the before mentioned Messuages, Farm, Lands, Tenements and Premises, from the 24th Day of June last past before the Date of these Presents, during the Joint Lives of the said G. Lord B. and him the said H. V. **Upon Special Trust** and Confidence, that they the said H. V. and E. E. or the Survivor of them, or the Executors or Administrators of such Survivor, do and shall yearly and every Year, by and out of the Rents, Issues and Profits of the said Premises, raise, levy and pay unto or for him the said J. M. and also unto and for them the said E. C. & al^l respectively, and their respective Executors, Administrators and Assigns, at the two most usual Feasts and Days in the Year, viz. the Feast of St. Michael the Arch-Angel, and the Feast of the Annunciation of the Blessed Virgin Mary, within three Kalendar Months next after each of the said Feasts, by even and equal Portions, clear of all Deductions whatsoever, the several yearly Sums following; (that is to say) Unto or for the said J. N. the yearly Sum of 200 l. of, &c. at the Times aforesaid, by even and equal Portions, with such Interest after the Rate of 5 l. per Cent. per Ann. as shall be due to the said J. M. from Time to Time, according to the true Intent and Meaning of these Presents, until the said Principal Sum of 800 l. and Interest, shall be fully paid and satisfied, and unto or for the said E. C. the yearly Sum of 147 l. 7 s. and 11 d. of like lawful Money at the same Feast, and by the like even and equal Portions, and with like Interest for such Part of the said Principal Sum of 589 l. 11 s. 8 d. so due and owing to the said E. C. as aforesaid, as shall from Time to Time, upon such half-yearly Payments to her as aforesaid, arise or grow due for the same, until the said Principal Sum of 589 l. 11 s. 8 d. and the Interest thereof as aforesaid, shall be fully paid and satisfied, and unto or for the said three Partners, the yearly Sum of 94 l. 18 s. 9 d. of, &c. (as above to Mrs. C.) and unto or for the said G. T. the yearly Sum of 64 l. 11 s. 7 d. $\frac{1}{4}$ of, &c. (as above) and unto or for the said M. P. the yearly Sum of 72 l. 15 s. 9 d. of, &c. (as above) and unto or for the said T. W. the yearly Sum of 40 l. 9 s. 1 d. of, &c. (as above) the first Payment of which said respective half-yearly Payments, and Interest as aforesaid, to begin and be made at the End of six Kalendar Months next in-
suing the Date of these Presents: **And also upon this further Trust**, that they the said J. N. and E. E. or the Survivor of them, or the Executors or Administrators of such Survivor, do and shall pay the Rest and Residue of the Rents and Profits of the said Premises half-yearly at the Times aforesaid, unto the said H. V. or his Assigns, during the Joint Lives of the said G. Lord B. and him the said H. V. or permit or suffer him or them to take and receive the same accordingly: **Provided always**, and it is hereby further agreed and declared, by and between the said Parties to these Presents, that when and as soon as the said Principal Sum of 2484 l. 12 s. 6 d. with Interest, shall be raised and paid to the said J. N. and E. E. or the Survivor of them, his Executors, Administrators or Assigns, and the said Trustee's Charges and Expences in and about the Execution of the said Trusts fully paid and satisfied, this present Indenture, and every Clause, Matter and Thing therein contained, shall cease, determine, and be absolutely void, to all Intents and Purposes whatsoever; any Thing herein contained to the contrary thereof notwithstanding; **And** the said H. V. doth by these Presents, for himself, his Heirs, Executors and Administrators, and for every of them, covenant, promise and agree, to and with the said J. N. and E. E. their Executors, Administrators and Assigns, and every of them, in Manner and Form following, viz. That he the said H. V. or his Assigns, shall and will from Time to Time, and at all Times hereafter, during the Joint Lives of the said G. Lord B. and him the said H. V. exclusive hereof, and of the Trusts herein and hereby declared, pay or cause to be paid unto the said Lady G. his Wife, or her Assigns, the said yearly Sum of 300 l. at such

such Times, and in such Manner, as the same is in and by the said recited Settlement limited to be paid or made payable; and also shall and will save harmless and keep indemnified the said *J. N.* and *E. E.* their Executors and Administrators, of and from the said yearly Sum of 300*l.* and all Arrears thereof, and all Costs, Charges, Damages and Expences, that they the said Trustees, their Executors or Administrators, or the Trust hereby created, shall or may be charged or affected with or be liable unto, for or on Account of the said Annuity of 300*l.* or by Reason of the Non-payment thereof; **And further**, that when and so soon as the Conditions in the above recited Proviso mentioned, shall be fully and effectually performed by him the said *H. V.* according to the true Intent and Meaning of the said Proviso, and the said *H. V.* shall be in full Possession of the aforesaid Premises, by Virtue of the Conveyance to be executed to him in Pursuance of the above recited Settlement; he the said *H. V.* shall and will at his own proper Costs and Charges, upon the Request of the said *J. N.* and the Rest of the aforesaid Creditors, who shall not have been duly paid and satisfied their said several and respective Debts, by Virtue of these Presents, duly make and execute a Lease of the above mentioned Messuages, Farms, Lands and Premises, unto the said *J. N.* and *E. E.* their Executors and Administrators, and the Survivor of them, for such Term or Number of Years, determinable with the Life of the said *H. V.* as shall be thought reasonable for Satisfaction of the Remainder of the said Debts, upon the Trusts in this Indenture mentioned; **And also** that in case the said *G. Lord B.* shall happen to dye in the Life-time of him the said *H. V.* and before the said several Debts and Interest thereof shall be paid off and discharged; then he the said *H. V.* his Executors or Administrators, shall and will within six Months after the Death of the said *G. Lord B.* pay or cause to be paid unto the several Creditors, so much and such Part of the said Principal Sum of 2484*l.* 12*s.* and 6*d.* and the Interest thereof, as shall then remain due and unpaid. **And** it is hereby declared and agreed that the said *J. N.* and *E. E.* shall not, nor shall either of them, or the Executors or Administrators of either of them, be answerable or accountable for any Money to be received by Virtue of the Trusts aforesaid, any otherwise than each Person for such Sum or Sums of Money as he shall respectively actually receive, and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects or Defaults of the other of them; **And also** that they the said *J. N.* and *E. E.* their respective Executors and Administrators, shall and may, by and out of the Rents and Profits of the aforesaid Premises as aforesaid, retain to and reimburse themselves for all Costs, Charges, Damages and Expences, that they respectively shall or may sustain or be put unto, in and about the Execution of the Trusts hereby in them reposed. **In Witness** whereof, &c.

Premises, and to indemnify Trustees therefrom.

After Mr. *V.*'s Performance of Proviso in letting other Lands, according to a recited Settlement, to make a Lease thereof to Trustees for Payment of Residue of Debts then due to Creditors.

Mr. *V.* after his Father's Death, if Creditors not then paid the Residue of their Debts, to pay the same within six Months. Trustees to be answerable for no more Monies than received, nor for the Acts of the other, &c. And to deduct their Charges, &c.

See Tit. Warrants of Attorney.

XIII. Covenants concerning the Payment of Money.

To pay Money in Arrear, on an Exchequer Order and Talley.

Whereas *A.* and *B.* &c. by Assignment bearing even Date, &c. have assigned and set over unto *C.* of, &c. one Order with the Talley thereon, bearing Date, &c. No — for the yearly Sum of — *l.* payable quarterly, after the Decease of *D.* &c. upon which said Order there is now due and in Arrear the Sum of — to the — Day of —: **Nevertheless** it is hereby declared, and the said *C.* pursuant to the Agreement between him and the said *A.* in that Behalf, doth for himself, his, &c. covenant, &c. that he the said *C.* his, &c. shall and will truly pay, or cause, &c. unto the said *A.* the Sum of — due and in Arrear upon the said Talley and Order to the said, &c. when and as soon as the same can or shall be received at the Exchequer, upon the said Talley and Order so assigned as aforesaid, the said Assignment, or any Thing therein to the contrary, &c. **In Witness**, &c.

To pay the Remainder of — Consideration Money on Sale of a Ship, and the Charges of Repairing it, and in the mean Time the Ship to be a Security.

To all, &c. *A.* of, &c. sends Greeting. **Whereas** in Pursuance of an Agreement, made the, &c. **Between** *B.* &c. and the said *A.* the said *B.* by Bill of Sale, &c. [Recital of the Bill of Sale] **And whereas** at the Sealing the said Bill of Sale (notwithstanding the said Sum of — *l.* is therein mentioned to be paid to the said *A.* as the Consideration thereof, yet) the said *B.* doth declare, that there is paid to the said *A.* only the Sum of

The Ship to stand chargeable for the Payment of the Money.

That the Bargainor shall enjoy till Payment.

That the Bargainee shall pay the Money and Charges for Repairs.

Upon Payment, these Presents to be void.

of — *l.* thereof, and there is still due and owing unto the said *A.* the Sum of — *l.* of, &c. of the Purchase Money to be paid for the said Ship, according to the said Agreement; and that according to the Agreement of the said Parties, the Ship with her Appurtenances, notwithstanding the said Sale, is to remain and stand charged, and as Security, unto the said *B.* for Payment of the remaining — *l.* and likewise for securing the said *B.* from all Monies and Charges due and payable on Account of the said Ship to Workmen for Repair thereof, for which the said *B.* is chargeable: **And therefore these Presents witness,** that in Pursuance of the said Agreement of them the said Parties, the said *A.* doth hereby grant, covenant and agree, to and with the said *B.* his, &c. that notwithstanding the Sale before recited, the said Ship, with her Appurtenances, shall stand and be, and is hereby charged, and shall remain chargeable unto and in Possession of the said *B.* with and for Payment of the said Sum of — *l.* behind and unpaid of the Purchase Money agreed for the said Ship, and for the Money and Charges for Repairs, with and for which the said *B.* is any wise chargeable, and until all the said Monies are fully paid and satisfied, or other Security given to the said *B.* for Payment and Discharging thereof of his good Liking: **And that** the said *B.* his, &c. notwithstanding the afore mentioned Bill of Sale, may peaceably and quietly hold and enjoy the said Ship, with her Appurtenances, until the said Sum of — and all the said Charges for Reparations of the said Ship, or otherwise, are fully paid and satisfied, or other Security given to the said *B.* for Payment and Discharging thereof to his good Liking as aforesaid: **And** the said *A.* doth covenant and agree to and with the said *B.* that he the said *A.* shall and will truly pay unto the said *B.* the said remaining — *l.* and likewise pay and discharge all Monies and Charges due and payable for Repairs of the said Ship, for which the said *B.* is or can any ways be charged or chargeable: **And** it is agreed and declared between the said Parties, that upon Payment of the said — *l.* and other Monies and Charges due for Repairs of the said Ship as aforesaid, these Presents shall be void and of none Effect: For the true Performance of the Articles, Covenants, Payments and Agreements aforesaid, the said *A.* bindeth himself, his, &c. unto the said *B.* his, &c. in the Sum or Penalty of — *l.* &c. **In Witness, &c.**

To pay Money borrowed on Bills of Exchange, if the Money mentioned in them be not paid when due.

ID all, &c. *A.* &c. sendeth Greeting. **Whereas** *C.* hath drawn a Bill of Exchange upon *D.* for — *l.* dated at, &c. payable to *E.* or Order, the, &c. which said Bill the said *D.* hath accepted: **And whereas, &c.** (*Recital of another Bill*) as by the said Bills of Exchange, Relation, &c. **And whereas** *B.* &c. hath at the Request of the said *A.* paid the said *A.* the said two several Sums of — *l.* and — *l.* which will become due on the said two Bills of Exchange, the Receipt of which said Sums the said *A.* doth acknowledge: **Now these Presents witness,** that the said *A.* in Consideration of the said Sum of — *l.* so by him received, doth hereby for himself, his, &c. covenant, &c. to and with the said *B.* his, &c. by these Presents, that if the said several Sums of Money shall not be duly paid by the said *D.* on the Day aforesaid, on which the same shall become due and are to be paid, that then he the said *A.* his, &c. will truly pay, or cause, &c. unto the said *B.* his, &c. the said two several Sums of, &c. due upon the said recited Bills of Exchange, or such Part, and so much thereof, as shall not be so duly paid by the said *D.* in Case he or they shall make Default of Payment thereof; to the Payment and Performance whereof the said *A.* doth hereby bind himself, his, &c. unto the said *B.* his, &c. in the Sum or Penalty of — *l.* firmly by these Presents. **In Witness, &c.**

XIV. Covenants concerning the Building and Buying Ships, and Fitting them out.

A Deed of Covenant to hold Parts of a Ship to be built, and to pay Proportions of the prime Cost and Outset.

WE whose Hands and Seals are hereunto set, **Do** for ourselves, our Executors and Administrators, severally and respectively, and not jointly, nor one for the other, or for the others, Executors and Administrators, covenant, promise and agree, to and with *J. J.* &c. his Executors, Administrators or Assigns, by these Presents, that each of us will hold and be concerned in the several Parts by us respectively subscribed with our Names to these Presents, of and in a new Ship or Vessel, to be of the Burthen of —
Tuns,

Tuns, or thereabouts; for the Building whereof the said J. J. hath at our Request, and with our Consent, contracted and agreed with T. W. &c. by Articles of Agreement bearing Date, &c. of which Ship when built and finished, we also agree that M. O. &c. shall go and be Master; **And** that each of us respectively will pay our full Proportion, according to our Parts in the said Ship hereunder subscribed, of the Sum of Money to be paid for the Building of the said Ship, at the Times and in Manner as the same shall become due by the said Contract or Agreement in that Behalf; and likewise of the Charge of the Outfit and Fitting the said Ship to Sea for such a Voyage, as the major Part of the Owners thereof, according to their Parts therein, shall agree and think fit. **In Witness, &c.**

Another, to buy or build.

WE, &c. (as above), that each of us shall and will be concerned, take and hold the several Parts, &c. (as above) of and in such Ship or Vessel which the said J. J. shall think fit to buy or build, of the Burthen of — Tuns, or thereabouts, for the — Trade, and whereof M. O. is to be Master; **And** that each of us, our Executors and Administrators, will pay our respective Shares and Proportions according to our Parts in the said Ship, subscribed hereto, of the prime Cost thereof, and likewise of the Charges of her Fitting and Outfit to Sea for such a Voyage, as the major Part of the Owners thereof shall agree: And we do hereby also severally appoint the said J. J. to be and act as Husband of the said Ship. **In Witness, &c.**

That several Merchants shall be equally concerned in a Ship's Cargo.

WHEREAS the several Persons hereunder subscribed, have agreed to make up the Sum of — l. between them, which is to be laid out in a Cargo of Goods, to be sent to A. in such a Ship as they, or the major Part of them, agree for that Purpose; and that the said Cargo shall be there sold and disposed of by S. who they also agree shall be Supercargo thereof; and that the Effects thereof shall be brought to L. in the said Ship: **Now** the said several Subscribers do hereby severally and respectively, and for their several, &c. only, and not jointly, nor one for the other, nor for the other's Act, covenant, promise and agree, to and with the other and others of them, their, &c. that each of them shall and will be concerned for Profit and Loss of and in the said Cargo, according to their respective Parts thereof hereunder subscribed; and that each of them will pay their several proportionable Parts of the Costs thereof, according to their respective Parts subscribed as aforesaid. **In Witness, &c.**

From one Part-Owner to the others, that he will give them the first Refusal when he is mindful to sell his Part.

TO all, &c. A. of, &c. sendeth Greeting. **WHEREAS** B. and C. of, &c. and D. E. of, &c. at the Request of the said A. are become Owners with him, each of them of — Parts of, &c. in the good Ship or Vessel called the F. Burthen about — Tuns, now at, &c. whereof G. is Commander, and the said A. is Owner of the remaining — Part thereof: **Now these Presents witness**, that the said A. for himself, his, &c. doth covenant, promise and agree, to and with the said B. C. D. and E. their, &c. by these Presents, that in Case the said A. his, &c. shall at any Time or Times hereafter, during the Time that the said B. &c. shall continue Part-Owner of the said Ship, be minded to sell and dispose of his said — Part of the said Ship, he the said A. his, &c. shall and will give Notice thereof to the said B. &c. their, &c. or some or one of them, that they may have the Refusal thereof, before he sells or disposes thereof otherwise: **And** if they, or any of them, shall be minded to buy the same, he the said A. shall sell unto the said B. &c. or any of them, the said — Part of the said Ship, with her Appurtenances, at the same Rate or Price any other Person will (*bona fide*) give for the same. **In Witness, &c.**

Another, to buy Parts of a Ship on certain Terms, if the Owners will sell it.

WHEREAS J. H. of, &c. hath on the Date hereof bought of E. &c. — Parts of the N. Burthen about — Tuns, now, &c. whereof T. D. is Master, for the Sum of — l. being at the Rate or Price of — l. for the whole Ship: **Now** the said J. H. doth hereby for himself, his Executors, &c. covenant and agree to and with the said E. his Executors, &c. that if the Rest of the Part-Owners of the said Ship, or any of them,

at any Time before the Departure of the said Ship from G. outwards, on her next Voyage after the Date hereof, shall be minded to sell their, or any of their several Parts in the Ship, unto the said J. H. his, &c. at and after the same Rate of — l. for the whole Ship, to be paid as hereunder is mentioned, and shall give Notice thereof to the said J. H. his, &c. that then he the said J. H. his, &c. will buy the other Parts of the said Ship from such of the said Part-Owners, or any of them, which shall give such Notice, and request him to buy their Parts as aforesaid, and will pay for the same proportionably after the Rate of — l. for the whole Ship, viz. — l. Part thereof, upon the Executing a sufficient Bill of Sale thereof, — l. more thereof, on, &c. **In Witness, &c.**

Another, to hold Parts of a Ship when bought, and to pay in Proportion.

WE, &c. (as before), that each of us will hold and be concerned in the several Parts by us, &c. (as before) of and in a certain Ship or Vessel called the B. of the Burthen of — Tuns, or thereabouts, now at, &c. where J. T. late was, and whereof T. shall go Master, when the same is bought by the said J. J. for the Buying whereof the said J. J. with our Consent, hath agreed, or is about to agree with the present Proprietors thereof: **And** we do further severally, but not jointly, covenant and agree to and with the said J. J. his Executors, Administrators and Assigns, that each of us will pay our respective Shares, according to our Parts in the said Ship hereunder subscribed, of the Sum of Money or Price which the said J. J. hath agreed, or shall agree, to pay for the said Ship, as the same shall become payable, or be agreed by him to be paid; and likewise of the Charge of her Fitting and Outset to Sea, for a Voyage to — or such other Voyage as the major Part of the Owners thereof shall agree upon Demand. **In Witness, &c.**

From a Master to a Part-Owner, that he shall not pay above a limited Sum for the Outset of his Part.

TO all, &c. N. &c. sendeth Greeting. **Whereas** the said N. by Bill of Sale under his Hand and Seal, bearing Date herewith, in Consideration, &c. hath granted, &c. unto the said S. — Part of the Ship or Vessel called the P. Burthen, &c. and all her Appurtenances, as thereby, Relation, &c. **And whereas** the said Ship or Vessel is now fitting out for a Voyage to C. and back again to L. and it is agreed between the said N. and S. that the said S. is not to pay or be chargeable with any other or greater Sums of Money than the Sum of — l. for the Outset of his said — Part of the said Ship to Sea on her said intended Voyage: **Now therefore these Presents witness**, that the said N. for himself, his, &c. doth covenant, &c. to and with the said S. his, &c. that if the Outset to Sea of his said — Part of the said Ship, for this her present intended Voyage, shall amount unto more than the said Sum of — l. he the said N. his, &c. shall and will pay the same out of his and their own Monies, and discharge the said S. his, &c. therefrom, and from all Actions, &c. by Reason thereof. **In Witness, &c.**

XV. Covenants concerning Bottomry, and Ships Voyages.

Of Bottomry, from the Master of a Ship, with a Proviso to lose the Money lent if the Ship shall be taken.

TO all, &c. A. of, &c. Master of the good Ship or Vessel called the F. of the Burthen of — Tuns, or thereabouts, now riding at Anchor in the River of T. sends Greeting. **Whereas** the said Ship is bound out on a Voyage to A. in R. and thence to P. to end her Voyage: **And whereas** B. &c. hath on, &c. paid and lent unto the said A. the Sum of, &c. for supplying the said Ship with Necessaries for and towards fitting her out for her said intended Voyage, the Receipt, &c. and the said B. is contented, and doth agree to stand to and bear the Hazard and Adventure thereof, on the Hull or Body of the said Ship, during the said Voyage, so as the same exceed not — Kalendar Months, from the Date hereof to be accounted: **Now know ye**, that the said A. for himself, his, &c. doth covenant, &c. to and with the said B. his, &c. as followeth, (that is to say), That the said Ship shall with all Expedition, after the Date hereof, sail from and out of the River of T. and proceed on her Voyage to A. and thence sail to P. or other her Delivery Port in E. and end her Voyage by or before the End or Expiration of the said — Kalendar Months, from the Day of the Date hereof to be accounted, (the Dangers of the Seas,

Seas, the Restraint of Princes, and other inevitable Accidents, excepted); **And** also that he the said *A.* his, &c. shall and will well and truly pay, &c. unto the said *B.* his, &c. in Consideration of the Money to him lent, and the Hazard and Adventure thereof as aforesaid, the Sum of, &c. within — Days next after the Arrival of the said Ship from her said Voyage at *P.* as aforesaid, or other her Delivery Port in *E.* or next after the End and Expiration of the said — Kalendar Months, to be accounted as aforesaid, which of them shall first happen, together with the Sum of, &c. *per* Month more, for all such Time and so many Months as shall be elapsed and run out of the said 12 Months, over and above nine Months, and after the Rate of any greater or lesser Time than a Month: **Provided nevertheless,** that if the said Ship in her said intended Voyage, and before the End of the said 12 Months, shall happen to be taken by any Enemies, Men of War or Pirates, or otherwise lost or cast away by any inevitable Casualties, to be in such Case sufficiently proved by the said *A.* his, &c. then and in such Case these Presents, and every Thing herein contained, shall be utterly void and of none Effect; and the said *A.* his Heirs, &c. shall not be liable or chargeable to pay all or any Part of the said Money before mentioned, but the said *B.* his, &c. in such Case to lose the same: **And** to the Payment, &c. **In Witness,** &c.

Another, from a Part-Owner and Master, for a Ship let to the Transport-Service, with a Proviso to lose the Money lent if the Ship shall be lost, but not if taken by Enemies.

TO all, &c. *A.* of, &c. Part-Owner of the good, &c. called, &c. Burthen, &c. now at, &c. and *B.* of, &c. Master of the said Ship, send Greeting. **Whereas** the said Ship is bound out, and forthwith to depart on a Voyage in his Majesty's Transport-Service: **And whereas** the said *A.* and *B.* have on the Day of the Date hereof received and borrowed of *C.* and *D.* of, &c. the Sum of, &c. for supplying the said Ship with Necessaries, for or towards fitting her for her said intended Voyage; and the said *C.* and *D.* are contented to stand, &c. (*as before*), the Receipt of which said Sum, &c. **Now know ye,** that, &c. that the said Ship shall return to the Port of *L.* or some other Port or Place of her Discharge in *E.* and end her Voyage by or before, &c. **And also** that they the said *A.* and *B.* their, &c. or some or one of them, shall and will well and truly pay, &c. (*as above*), Return and Arrival at the Port of *L.* or other her Port or Place of Discharge in *E.* or next after the End, &c. **Provided nevertheless,** that if the said Ship, &c. shall happen to be cast away, or lost by the Dangers of the Seas, to be in such Case sufficiently, &c. and that such Loss shall not happen by any Enemies, as hereunder is mentioned, shall be utterly void, &c. and the said *A.* and *B.* their Heirs, &c. shall not be chargeable to allow or pay the said Sum of — or any other Monies before mentioned, but the said *C.* and *D.* their, &c. are in such Case to lose the same; any Thing aforesaid, &c. **Provided also,** and it is agreed and declared by and between the said Parties, for themselves, their, &c. respectively, that if the said Ship shall before her Arrival and Discharge at the Port of *L.* or other her Port or Place of Discharge in *E.* be any ways lost, cast away, destroyed or taken, by or by Means of any Enemies, or by endeavouring her Escape therefrom, in such Case the said *C.* and *D.* their, &c. either or any of them, are not to bear any such Risk, nor to hazard or lose the said Money thereby; but if any such Loss of the said Ship happens, yet nevertheless the said *A.* and *B.* their, &c. are to pay, and shall and will pay the said Sum of — *l.* lent as aforesaid, together with the said Sum of — *l.* *per* Month more, and proportionably after that Rate, for lesser Time than a Month, from the End of the said four Months, to the Time of such her being lost, not exceeding the said eight Months before mentioned, the said Proviso, or any other Thing herein contained, to the contrary notwithstanding: **And** to the Payment, &c. and the said Ship or Vessel, with her Furniture, Tackle and Apparel, and all her Freight and other Monies to become due or payable for the Hire of the said Ship, or otherwise, by Virtue of the Charterparty between the said *B.* and the Commissioners for his Majesty's Transport-Service for that Purpose, unto the said *C. D.* &c. **In Witness,** &c.

Another,

Another, from a Master of a Ship to the Freighter, for the Money to be deducted out of the Freight by the Factors of the Freighter at the Place where she is bound to.

ID all, &c. A. &c. Master of, &c. sends Greeting. **Whereas** the said Ship is now bound out, and forthwith to depart on a Voyage to L. and thence to M. in the Service of B. of, &c. **And whereas** the said B. hath on the Date hereof paid and lent, &c. **Now know ye**, that the said A. doth for himself, his, &c. covenant, &c. that he the said A. his, &c. shall, &c. pay, &c. unto the said B. his, &c. or to his or their Order, in M. afore said, the Sum or Value of — l. of, &c. within — Days after the said Ship's Arrival at M. afore said, or next after the End or Expiration of the said — Kalendar Months, to be accounted as afore said, which of them shall first happen; **And** for the better Security of Payment of the said Sum of — l. the said A. doth hereby bind and oblige the said Ship or Vessel, with all her Freight, Furniture, Tackle and Appurtenances, unto the said B. his, &c. **And doth likewise** hereby for himself, his, &c. covenant, &c. that he and they shall and may, and the said A. doth order and empower him and them, or his Assignee or Assignees, to deduct, retain and keep in his and their Hands, and to his and their own Use and Uses, the said Sum or Value of — l. from or out of the Freight or Money which shall grow and become due and payable by and from the said B. his Executors, Factors or Assigns, upon and by Virtue of the Charterparty for that Purpose, under the Hand and Seal of the said B. bearing Date the, &c. or any Covenant therein contained, or otherwise, for and in Respect of the said Ship and Voyage, the said Charterparty, or any Covenant or Clause therein contained to the contrary notwithstanding: **Provided nevertheless**, &c. **In Witness**, &c.

A Covenant from the Part-Owners of a Ship to Merchants, that the Ship shall perform her Voyage notwithstanding her Wintering at A. and from the Merchants, that if any Disputes happen concerning her Wintering, &c. they shall be referred.

Whereas the Ship R. Burthen, &c. whereof J. is Master, was in the Year 17 — letten to Freight to A. B. and C. to A. and from thence to M. and the said Ship is still at A. bound to M. **And whereas** the said Ship has wintered at A. and other Difficulties have attended the said Voyage, which may possibly occasion Disputes between the said Master and Merchant; nevertheless the Owners of the said Ship have undertaken and promised that the said Ship shall sail to M. and there unliver, without any Pretensions to the contrary by the said Master; and that at the said Ship's Return to L. any Matters which may be in Difference or Dispute concerning the said Voyage, shall be composed in a friendly Manner; **And therefore** the said J. for himself, his, &c. doth covenant, &c. to and with the said A. B. and C. their, &c. that he the said J. shall and will at the said Ship's Arrival at M. unlade and deliver the said Merchant's Goods to their Factors there, (the Perils of the Seas excepted) without any Difficulties, Pretensions for Demurrage, for other Demands, or for any Matter or Thing relating to the said Ship's Voyage afore said; and that whatever Differences or Demands may arise concerning the said Voyage, he shall and will leave the same to be determined between the Owners and Freighters of the said Ship in L. and will be concluded by their Determination concerning the same, (or these Words), Leave the same to the Judgment of two indifferent Persons, and will be concluded by their Judgment and Award concerning the same. **In Witness**, &c.

From Merchants, that the Master may deviate from the Voyage.

ID all, &c. A. &c. sendeth Greeting. **Whereas** by Charterparty of Affieghtment dated the, &c. (Recital of the Charterparty): **Now these Presents witness**, that the said Merchant doth hereby for himself, his, &c. covenant, &c. to and with the said Master, that the said Vessel in her intended Voyage, if so ordered by the Factors of the said A. at L. shall and may sail and apply directly from S. to L. to lade there, or to C. T. or M. without touching at any of the afore said Ports or Places for her homewards Loading, and that the same shall not be accounted any Breach of the Charterparty, by or on the Part of the said Master; and that notwithstanding he the said Merchant, his, &c. will pay the full Freight mentioned in and growing due according to the said Charterparty. **In Witness**, &c.

XVI. Covenants concerning Freight, Caploggen, &c.

For Tunnage.

Whereas *A.* Master of the Ship *C.* Burthen, &c. now, &c. is bound out and intends to sail in and with the said Ship with the first fair Wind, after the, &c. aforesaid to — and to stay — Days to take in the said Ship's Loading, and the said Time being expired, or the said Ship sooner dispatched to return to *L.* and deliver the said Loading in — Days, and there to end her Voyage: **Now these Presents witness,** that each of us the said several Persons who have signed and sealed these Presents, hath hired and taken, and doth hereby agree to take the several Proportions of the said Ship's Tunnage by us respectively subscribed with our Names to these Presents, and therefore each of us for himself, his, &c. severally, &c. doth hereby covenant and agree to and with the said *A.* his, &c. that each of us, his Executors, Factors or Assigns, shall and will lade, or tender to be laden aboard the said Ship at *A.* aforesaid, such a Quantity, and so much Goods and Merchandises as will fully load the several Parts of the said Ship's Tunnage, by us respectively subscribed as aforesaid, and will respectively dispatch the said Ship at *A.* within the said — Days after her Arrival there, and within — Days after the said Ship's Arrival at *L.* will receive and discharge our respective Goods from aboard the said Ship, and discharge the said Ship out of our Service; **And also** shall and will truly pay, or cause to be paid unto the said *A.* his, &c. Freight for our respective Parts of the said Ship's Tunnage, at and after the Rate of — *l.* Sterling *per* Tun, for every Tun of the said Goods which the said Ship shall deliver to us, our, &c. respectively at *L.* and proportionably for a lesser Quantity than a Tun, accounting the Tunnage as followeth, *viz.* of Hemp, &c. and will severally pay the said Freight to grow due as aforesaid, &c. to the Payment and Performance of all which said several Covenants and Agreements herein contained, each of us bindeth himself, his, &c. and his Goods severally and respectively, and not jointly, nor, &c. unto the said *J.* his, &c. in double the Value of the Freight, to be paid by each of us respectively for the several Parts of the said Ship's Tunnage by us respectively subscribed as aforesaid, firmly by these Presents. **In Witness, &c.**

Another.

This Indenture made, &c. **Between** *J.* &c. Part-Owner of the good Ship or Vessel called the *Q.* Burthen, &c. now at, &c. and bound out of a Voyage to *D.* and thence to *L.* whereof *E.* is Master, of the one Part, and *B.* of, &c. of the other Part, **Witnesseth,** that the said Part-Owner doth let unto the said Merchant three sixteen Parts of the said Ship's Tunnage, for her Voyage from *D.* to *L.* and that the said Merchant hath hired the same; and therefore the said Part-Owner **Doth** hereby covenant, to and with the said Merchant, his, &c. that the said Ship shall within — Days after her Arrival at *D.* take in for the said Merchant — Tuns of — and so much — as the Factors of the said Merchant shall lade, or tender to be laden aboard her for the full Loading, the said Part or Proportion of the said Ship's Tunnage letten as aforesaid; and that the said Ship being laden there, shall depart thence and sail to *L.* directly, and there make a right Discharge and Delivery thereof unto the Factors of the said Merchant, (the Dangers of the Seas, &c.) and the said Merchant for himself, doth, &c. covenant, &c. to and with the said Part-Owners, their, &c. and that he or they will lade, or tender to be laden aboard the said Ship at *D.* within the — Days after her Arrival there, the said — Tuns of — and as much — as will lade the said Proportion of her Tunnage to him letten as aforesaid, and receive and discharge the same from on board the said Ship at *L.* and will pay unto the said Master of the said Ship, Freight for the said Goods upon a right Discharge and Delivery thereof at *L.* as followeth, *viz.* After the Rate of, &c. (*P enalties*). **In Witness, &c.**

That a Merchant shall pay less Freight than he agreed for by a Charter-Party.

ID all, &c. *A.* of, &c. Master of, &c. called, &c. Burthen, &c. now, &c. sends Greeting. **Whereas** by a certain Writing or Charter-Party, bearing, &c. made between the said *A.* of the one Part, and the several Persons who have signed and sealed the same, Merchants of, &c. of the other Part, the said *A.* hath let to Freight to the said

Merchants severally, and they have accordingly hired the several Parts of the said Ship's Tonnage by them respectively subscribed with their Names thereunto, for a Voyage to — there to take in all such — or any of them, as their several Factors shall lade, or tender to be laden aboard the said Ship, for the full Lading the several Parts of her Tonnage to them letten, and to return and deliver the said Goods to the said Merchants at L. for every Tun of which said Goods the said Merchants have thereby covenanted to pay to the said Master, the Sum of — for the Freight thereof, and — per Tun more for Primage, and Caploggen and Average as accustomed, and likewise their respective Proportions of two third Parts of all Port-Charges during the said Voyage, as by, &c. **And whereas** B. of L. Merchant, at the Request of the said A. hath executed and subscribed the said Charter-Party, for — Tuns of the said Ship's Tonnage to be by him laden at A. aforesaid, at the Freight in the said Charter-Party mentioned; **Nevertheless** it was agreed by the said A. and the said B. before and at the Time of such his Execution thereof, that he the said B. should pay, but at and after the Rate of — per Tun, for the Freight of such Goods as he should lade on board the said Ship for the Tonnage therein by him hired, together with Primage and Caploggen, Average and Port-Charges, by the said Charter-Party agreed to be paid: **Now know ye**, that the said A. in Pursuance of the said Agreements, doth hereby for himself, his, &c. declare, covenant and agree, to and with the said B. his, &c. that he the said B. his, &c. is to pay, and shall pay for the Freight of the said — Tuns of Goods by him subscribed for, and taken in the said Ship as aforesaid, at and after the Rate of — per Tun only, and no more for every Tun thereof, together with the said Primage, Average, Caploggen and Port-Charges, by the said Charter-Party agreed to be paid; and that the said A. his, &c. will not demand or receive of or from the said B. his, &c. the remaining — per Tun of the said — per Tun in the said Charter-Party mentioned, and payable for and in Respect of the said Tonnage by him subscribed and taken in the said Ship as aforesaid; the said recited Charter-Party, or any Covenant or Thing therein contained to the contrary notwithstanding. **In Witness, &c.**

To pay Freight, and perform other Agreements than is mentioned in the Charter-Party, upon the Ship's going to other Ports than was limited her.

Whereas the Ship A. B. Master is now abroad in a Voyage, in Pursuance of a certain Charter-Party between the said A. B. and C. D. of, &c. **And whereas** F. G. Part-Owner of the said Ship, for himself, and on the Behalf of the rest of the Part-Owners of the said Ship, and the said C. D. have for good Reason, thought fit that the said Ship before her Return to the Port of L. may sail and go to and lade at and from such other Ports and Places, and perform such other Service for such Freight, and upon such Terms as the said Master, and the Factors of the said Merchant shall agree upon; and thereupon the said F. G. hath, for himself, and on the Behalf of the Rest of the Part-Owners of the said Ship, given Liberty to the said A. B. to sail and proceed with the said Ship accordingly; **Now** the said C. D. for himself, his, &c. doth covenant, &c. to and with the said F. G. his, &c. by these Presents, that he the said C. D. shall and will well and truly pay such Freight, and do and perform all such Agreements which shall grow due to be paid, and ought to be performed by him for any such Service or Employment of the said Ship as aforesaid, as the same ought to be paid and performed, according to the Agreement in that Behalf between the said Masters and Factors of the said Merchant; and that the said A. B. shall not be sued by the said Merchant, for the Breach or Non-performance of any Covenant or Agreement in the said recited Charter-Party contained, relating to so much of the said Ship's Voyage and Employment therein mentioned, wherein the said A. B. shall act or do to the contrary, pursuant to any such new Agreement as aforesaid, with the Factors of the said Merchant. **In Witness, &c.**

From Freighters, to pay Average for a Ship's staying at a Place a whole Winter.

Whereas the several Freighters and Loaders of the said Ship A. Burthen, &c. in her Voyage to and from A. do hereby for ourselves, our, &c. severally, &c. covenant and agree to and with R. of, &c. Master of the said Ship, that we will respectively come to an Average for, and that each of us in Proportion, according to our Tonnage in the said Ship, and our Goods of Loading therein, will pay or allow our respective Parts of the Charges and Damages to the Owners of the said Ship, by Reason of her being detained by Extremity of Weather, and staying at A. during the last Winter's Season, over and above,

and together with the Freight by us severally to be paid for our respective Goods or Loading aboard the said Ship. *In Witness, &c.*

From Part-Owners and Freighters, that an Average on the Ship and Loading, for Damages sustained by the Ship, shall be settled by two Persons.

Whereas, &c. (as before) **Now** we whose Hands and Seals are hereunto set, Part-Owners of the said Ship, and Freighters, or Persons concerned in, or to whom the Goods and Loading of the said Ship in the said homeward Voyage are consigned, **Do** hereby for ourselves, our, &c. severally, &c. covenant and agree, to and with the said G. his, &c. that the Loss and Damage sustained by the said Ship, and her Goods and Loading in her said homeward Voyage, shall be adjusted and determined by A. and B. &c. (whom we do for that Purpose hereby severally desire, order and empower to value and adjust the same, and to award and order such an Average upon the said Ship, and the therein Goods which are saved, as they shall think just, reasonable and sufficient, and to pay and make good the Loss and Damage sustained as aforesaid; and that each of us respectively, for and in Respect of our several Parts in the said Ship, and her Loading will bear and pay our respective Proportions, according to our Parts in the said Ship and her Loading, and the Value of our Goods therein, of such Average which the said A. and B. shall by Writing under their Hands and Seals, award, declare, order and appoint in that Behalf, to the Performance, &c.

That a Merchant will pay a Master Caploggen.

Whereas A. &c. Master of the Ship D. Burthen, &c. hath by Charter-Party, dated herewith, let the said Ship to Freight to C. of, &c. for a Voyage from hence to A. and back again to the Port of L. **Now** the said C. doth hereby covenant, &c. to and with the said A. that in Consideration of his Taking in and well Stowing the Ship's Cargo, and in performing the said Voyage, he the said C. shall and will pay and give to the said A. the Sum of — l. of lawful, &c. for Caploggen, and as a Gratuity, over and above the Freight or Sum mentioned in the said Charter-Party, immediately after Discharge or Delivery of the said Ship in the River of Thames, as therein is mentioned; and will likewise give to the said A. — of the Mats which shall be brought Home in the said Ship betwixt Decks, free of Damage.

That a Master will allow a Sum of Money out of the Freight.

Whereas I A. B. Master of the Ship D. have by Charter-Party, bearing Date herewith, let the said Ship to Freight to E. and F. of, &c. for a Voyage to A. and back to the Port of L. **Now** I the said A. B. according to the Agreement between me and the said E. F. before and at Sealing the said Charter-Party, do hereby promise and agree to and with the said E. and F. to abate and allow unto the said E. and F. the Sum of — l. of lawful, &c. out of the Freight to grow due and payable for the Hire of the said Ship, by and upon the said Charter-Party; any Thing therein, &c.

From Freighters, to pay so much per Hogthead for their Goods, towards making good Damage sustained by a Ship.

Whereas, &c. (Recite as before): **Now** we the several Persons whose Hands, &c. Freighters, &c. taking into our Consideration the great Damage sustained by the said Ship, and making some Allowance towards the same, **Do** for ourselves, our, &c. severally, &c. covenant, &c. to and with the said G. his, &c. that each and every of us the said Freighters, or Persons concerned in, and to whom the said Ship's Loading is consigned, shall and will pay and allow, or cause to be paid unto the said G. his, &c. — l. per Hogthead, for every Hogthead of — for all or such Part of our respective Loading on board the said Ship, which shall come out and be delivered without Damage, over and above, and together with the Freight which by our respective Bills of Loading, or by Charter-Party in that Behalf shall be payable for the same, notwithstanding the Covenants or Agreements between the said G. and the Part-Owners of the said Ship, to the contrary. *In Witness, &c.*

That

That a Master of a Ship will bring home several Goods (besides what he is obliged to by the Charter-Party) Freight free.

Whereas H. M. Master of the Ship R. Burthen about — Tuns, hath by Charter-Party, bearing even Date herewith, let the said Ship to Freight to B. of, &c. for a Voyage to M. to be laden with — within the Time and at the Freight therein mentioned, as thereby appears: **N**ow the said H. doth hereby for himself, his, &c. covenant, &c. to and with the said B. his, &c. that he the said H. shall and will receive and take aboard the said Ship, at some Place or Places in M. where the Factors of the said Merchant shall order — for the said Merchant, above and besides what — he is to take in according to the said Charter-Party, and will deliver the same to his, &c. at L. Freight free, and without any Freight or any Consideration whatsoever to be paid, allowed or given by the said Merchant, his, &c. for the same, (the Dangers of the Seas excepted). **I**n Witness, &c.

For a Master of a Ship to dispose of Goods for his and others Joint Account.

ID all, &c. A. of, &c. Commander of, &c. called, &c. Burthen, &c. now, &c. **W**hereas the said Ship is bound out on a Voyage to L. **A**nd whereas B. of, &c. hath shipped on board the said Ship — of, &c. of the Marks and Numbers mentioned in the Invoice thereof, dated herewith, which are consigned to the said A. and are one full Quarter or Fourth Part thereof, for and on the Account and Risque of the said E. one other Quarter, &c. of the said B. and the remaining Half-Part thereof, for or on the Account or the Risque of C. of, &c. **A**nd whereas the said C. hath shipped on board the said Ship — &c. (as above) and are on the equal Account and Risque of the said C. and B. as by the said several Invoices may appear: **N**ow these Presents witness, that the said A. doth hereby acknowledge the Receipt of the said Goods mentioned in the said two Invoices, and doth hereby for himself, his, &c. covenant, &c. to and with the said C. and B. their, &c. that he the said A. shall and will use his best Endeavours for the Selling and Disposing of the said Goods mentioned in the said Invoices, for the most Profit and Advantage that he can, in L. aforesaid; and shall and will with all Expedition, after Disposal thereof, return unto the said C. and B. the neat Proceed thereof, according to their Shares therein aforesaid, either by Bills of Exchange, or otherwise, and shall and will pay the same into the Hands of Messrs. D. and Company, the Factors of the said C. and B. at L. aforesaid, and if he cannot dispose of the said Goods in L. aforesaid, the said A. shall and will leave the said Goods in the Hands of the said Messrs. D. and Company, to be by them disposed of for the Account of all of them the said Parties, according to their Shares therein; and to the Performance, &c. (Penalty from A. to C. and B.) **I**n Witness, &c.

Another (but not on the Master's Account); the Masters of two Vessels to have but one Half of the Profits for their Trouble.

ID all, &c. A. of, &c. (as before) and B. of, &c. (the same): **W**hereas the said A. and B. are bound out, in and with the said Ships, whereof they are Commanders, on a Voyage from L. to G. and from thence to the Spanish West-Indies, there to Trade, having a Commission in that Behalf from the King of Spain, and from thence are to return to J. **A**nd whereas C. of, &c. hath shipped on board the said K. upon his own Account and Risque, a Cargo of, &c. and consigned the same to the said A. and B. as by Invoice thereof appears: **N**ow know ye, that they the said A. and B. for the Consideration hereunder mentioned, do for themselves, their, &c. jointly and severally covenant, &c. that they the said A. and B. shall and will use their utmost Care for the Sale and Disposal of the said Cargo in the said Spanish West-Indies, for the most Profit and Advantage of the said C. that they can, and from Time to Time as Opportunities present, send and give Advice of their Proceedings and Doings therein to the said C. his, &c. and upon the Return from the West Indies aforesaid, bring back with them in both, or one of the Ships aforesaid, the remaining Effects thereof, and at their Arrival in England at the End of the said Voyage, make and give a just and true Account of all and singular their Proceedings in the Premises, and of all the neat Effects and Profits thereof during the said Voyage, and pay and deliver the same unto the said C. his, &c. and (the Dangers of the Sea excepted) upon their Return and Arrival at J. aforesaid, shall and will make and give a just and true Account unto D. the Factor, as Correspondent of the said C. there, of the Sale and Disposal

posaf of the said Cargo; and also send unto the said C. from J. a like and true Account of the Sale thereof, and there and then also pay or deliver unto the said D. on the Account of C. all the neat Proceed to be made by Sale of the said Cargo, after deducting thereout a Moiety of the Profit thereby for their Commission, Freight and Charges, for and about the Disposaf thereof, which they the said A. and B. are to bear, and not to charge the said Cargo therewith. **In Witness, &c.**

From Part-Owners and Freighters of a Ship that suffered Damage in her Voyage, that the Part-Owners shall not demand any Allowance from the Freighters, and the Freighters to take their Goods without any Allowance for Damage.

Whereas, &c. (as before): Now these Presents witness, that for the Preventing, Quieting and Ending, all or any Differences and Disputes which might otherwise happen or be made about or concerning the Damage sustained by the said Ship and Cargo, and all Actions, &c. in Respect thereof, it is covenanted, declared and agreed, by and between the several Persons whose Hands, &c. being Part-Owners of the said Ship and Freighters of, or Persons concerned in, and to whom the Goods and Loading of the said Ship in her said homeward Voyage are consigned, for themselves, their, &c. respectively, as followeth, viz. That each and every of them the said Parties, for and in Respect of their several Parts in the said Ship, and her Goods and Loading shall and will stand to, and bear all the Loss and Damage sustained by and come to the said Ship in her Hull and Rigging; and likewise in or to all or any Part of the Goods or Loading shipped on board her at B. aforesaid; and that they the said Part-Owners, or the said Master of the said Ship, or any of them, shall not, nor will ask, demand or expect, of and from the said several Freighters or Persons concerned in the said Loading, any Average, Contribution or Allowance whatsoever, for or towards making good the Damage sustained by the said Ship as aforesaid; **And that** they the said Freighters or Persons concerned in, and to whom the said Goods and Loading are consigned, shall and will receive and take his and their respective Goods, (or so much thereof as are saved, and not lost or perished by Reason or Means aforesaid, as they shall arise) and will stand to and bear all Damage happened thereunto, without demanding or expecting any Allowance by or from the said Ship, or the said Master or the Owners of the said Ship, or otherwise, or in Respect thereof; and shall and will pay Freight for all such Goods which remain and shall be received by them respectively from on board the said Ship, in Proportion according to the several Rates, which by their respective Bills of Loading, or by Charter-Party in that Behalf ought to be paid. **In Witness, &c.**

From Freighters, to receive their Goods as they rise, and to pay an Average to be settled by two Persons named, for Damages sustained in the Ship.

Whereas the Ship M. Burthen, &c. whereof G. is Master, lately arrived at P. from B. did in her said homeward Voyage meet with a violent Storm and bad Weather, by Reason whereof, and for the Preservation of the said Ship and her Loading from being utterly lost, the said Master was forced to cut away, and did cut away and throw over board her Masts and Rigging, and the said Ship suffered other Damages in her Hull, and it is believed her Loading has also received great Damage; **Now we** the several Persons whose Hands and Seals are hereunto set, Freighters or Persons concerned in, and to whom the Goods and Loading of the said Ship in her said homeward Voyage are consigned, do for ourselves, our, &c. severally and respectively, and not jointly, nor one for the other, nor for the other's Act, covenant, &c. to and with the said G. his, &c. that each and every of us the said Freighters or Persons concerned in, or to whom the said Ship's Loading is consigned, will receive and take his and their respective Goods as they rise, and will bear all Damages happened thereto as aforesaid, without Demanding or Expecting any Allowance by or from the said Ship, or the said Master, or the Owners of the said Ship, or otherwise, for or in Respect thereof (Imbezilments by any of the said Ship's Company excepted) and will likewise pay the full Freight for our respective Goods according to the respective Bills of Loading, or as by Charter-Party is or shall be due and payable for the same; and will also pay and allow such Average and Contribution, for and in Respect of our said Goods, for the Loss sustained by the said Ship, as A. and B. &c. whom we do for that Purpose hereby severally desire, order and impower to value and adjust the same, shall think just and reasonable, and shall for that Purpose award, declare, order and appoint by Writing under their Hands and Seals; to the Performance whereof, &c.

XVII. Covenants to pay off Bills of Exchange and Monies on Account of the Voyages of Ships.

Deed of Covenant from Part-Owners of a Ship, to pay the Proportion of such Bills as the Captain shall draw on two of them, on the Ship's Account, during the Voyage.

WE whose Hands and Seals are hereunto set, Part-Owners of the good Ship or Vessel called the O. Burthen about — Tuns, now, &c. whereof J. is Commander, and bound out on a Voyage to E. **DO** each of us for ourselves, our, &c. severally and respectively, but not jointly, not one for the other, nor for the other's Act, covenant, promise and agree, to and with A. &c. and B. of, &c. also Part-Owners of the said Ship, severally and respectively, and their several and respective, &c. by these Presents, that each of us respectively, our, &c. according to our several Parts of and in the said Ship, by us severally subscribed with our Names hereto, shall and will pay or cause to be paid unto the said A. and B. on Demand, our several Proportions, according to our respective Parts of the said Ship, of all such Sum and Sums of Money which shall become due and payable upon any Bill or Bills which shall or may be drawn or charged on the said A. and B. or either of them, by the said J. the Commander of the said Ship, during her intended Voyage, for or on Account of the said Ship, or the Owners thereof, or when and as any such Bill or Bills shall from Time to Time become payable; and we severally order the said A. and B. or either of them, to accept all or any such Bill or Bills which the said J. shall draw on them, or either of them, for or on Account of the said Ship, or the Owners thereof. **Dated, &c.**

Another, to pay Proportions of what Money the Master of a Ship in the King's Service shall take up for the Ship's Use.

WE whose Hands, &c. Part-Owners of the good Ship or Vessel called the S. now at C. or elsewhere in his Majesty's Service, as an Hospital Ship in the Fleet, commanded by A. whereof Captain H. is Commander, send Greeting. **Whereas** L. and M. of, &c. also Part-Owners of the said Ship, have, or one of them hath, at our Request, given Order to Credit on — I. for supplying or furnishing the said H. with all such Monies as he shall have Occasion for at C. or elsewhere, during his Stay or Continuance abroad in the said Service: **Now know ye**, that each of us for himself, his, &c. only and severally, and not jointly, nor one for the other, doth covenant, &c. to and with the said L. M. their, &c. by these Presents, that each of us, our, &c. shall and will upon Demand truly pay, or cause, &c. unto the said L. and M. their, &c. our respective Parts and Proportions, according to our several Parts in the said Ship hereunder subscribed, of all such Sum and Sums of Money as the said H. shall take up and receive, and which shall be furnished, supplied or credited, by Order or for the Account of the said H. or the said Ship, by or by Virtue of the Credit or Order of the said L. and M. or either of them, as aforesaid. **Dated, &c.**

From two Part-Owners to pay their Proportions of Bills drawn on Account of the Ship's Cargo.

TO all, &c. A. and B. &c. send Greeting. **Whereas** by a certain Writing under the Hands and Seals of C. &c. and the said A. and B. bearing Date, &c. they have authorized and appointed D. Commander of the E. Burthen, &c. bound, &c. (and in Case of his Mortality or Absence, the succeeding Commander of the said Ship) to buy, purchase and receive on Board her this present Voyage, as much, &c. (the Goods) as will compleat and fill the said Ship's Loading, and to draw Bill or Bills of Exchange on the said C. for the Value and Amount of such — payable at L. — Days after Sight; which Bill or Bills of Exchange the said C. hath hereby promised and obliged himself, his, &c. to accept and pay at — Days after Sight: **And whereas** the said A. and B. are interested and concerned in the said intended Cargo of — so to be bought for the Loading of the said Ship, as followeth, viz. The said A. is interested in one full half Part thereof, and the said B. is interested in one full fourth Part thereof; and as to their said Parts thereof, it is hereby declared the said C. at their Request and on their Accounts respectively, bath

hath undertaken to accept such Bill or Bills of Exchange which shall be drawn for the said intended Loading of the said Ship as aforesaid: **Now therefore know ye**, that each of them the said *A.* and *B.* for himself, his, &c. severally and respectively, and not jointly, nor one for the other, nor for the other's Act, doth covenant, &c. to and with the said *C.* his, &c. by these Presents, that each of them the said *A.* and *B.* his, &c. respectively, upon Notice in that Behalf given or left to or for them the said *A.* and *B.* their, &c. at their respective present Dwelling-houses or Places of Abode, shall and will truly pay, or cause, &c. their several Parts following, *viz.* The said *A.* one half Part, the said *B.* one quarter or fourth Part of all such Sum and Sums of Money, which in or by any such Bill or Bills of Exchange, which shall be so drawn on the said *C.* for the Value or Amount of such — which by or by Virtue of the above recited Order or Authority shall be so bought and purchased for the said Ship's Loading, as before is mentioned, shall be mentioned and expressed, and shall thereupon become due and payable, according to the Tenor thereof and true Meaning of these Presents, and of and from their several Parts thereof, of and from all Actions, &c. concerning the same, shall and will at all Times hereafter save and keep harmless and indemnified the said *C.* his, &c. and his and their Goods and Estate, and every of them. (*A Penalty from the said A. in — l. and from B. in — l.*) **In Witness, &c.**

From several Part-Owners of a Ship to the Commander, that they will pay him their Proportions of Money contracted or agreed to be paid by him to Tradesmen for Work done, Goods sold, on Account of the Ship, and to indemnify him therefrom.

WE, &c. Part-Owners, &c. do each of us for ourselves, our, &c. severally, &c. covenant, &c. to and with the said *B.* his, &c. that each of us respectively, our, &c. according to our several Parts of and in the said Ship, by us severally subscribed with our Names hereunto, will pay, or cause, &c. to the said *B.* or to his Order, within — Months after the Date hereof, our several Proportions, according to our respective Parts of and in the said Ship, of the Sum of — *l.* owing to, contracted for or agreed to be paid by the said *B.* to several Persons Tradesmen, for Work done, Goods and Stores delivered for the said Ship's Use for her said intended Voyage, as by their several Bills delivered in appears; and that each of us will at all Times indemnify and keep harmless the said *B.* his, &c. from our respective Proportions of the said Sum, according to our Parts in the said Ship, and from all Actions, &c. by Reason thereof. **Dated, &c.**

To repay what Money shall be advanced in the East-Indies to a Commander of a Ship.

WE *A.* of, &c. and *B.* &c. Part-Owners of the good, &c. called, &c. Burthen, &c. now, &c. whereof *D.* is Commander, do for ourselves, our, &c. jointly and severally covenant, &c. to and with *C.* of, &c. his, &c. by these Presents, that what Money shall be paid by the said *C.* or by his Order at *S.* in *East-India*, unto *D.* Commander of the said Ship *A.* or in his Absence, or in Case of his Decease, unto *E.* &c. at any Time or Times from the Date hereof, until the, &c. not exceeding — Rupees, we the said *A.* and *B.* our, &c. will repay the same unto the said *C.* his, &c. or to his or their Assigns, in *London*, at the Rate of — *l.* Sterling *per* Rupee, within — Days after the Bill or Bills which shall be drawn on us for the same, shall be presented unto us, or either of us, our, &c. **In Witness, &c.**

Another, to pay what Money shall be advanced on a Letter of Credit.

Whereas Mr. *A. B.* Merchant, hath given Letters of Credit to *C. D.* Master of the Ship *E.* on Messieurs *F.* and *G.* at *A.* for — *l.* or — *l.* **Now** we the said *C. D.* and *H. J.* of, &c. do oblige ourselves, our Heirs, Executors and Administrators, jointly and severally, to the said *A. B.* his, &c. to pay to him or them at *L.* such Sum or Sums of Money as the said *C. D.* shall receive of the said Messieurs *F.* and *G.* upon the Credit given as aforesaid, according as the Exchange shall govern for *L.* **In Witness, &c.**

XVIII. Covenants concerning the Capture of Ships in Time of War.

From Part-Owners to a Commander of a Ship, that if the Ship shall be taken by the Enemy, and he redeems her, they will pay him in Proportion to their Parts.

Whereas the Ship called the *E.* whereof *J.* of, &c. is Master, is bound out on a Voyage to *S.* and thence back to *L.* Now we whose Names are hereunder subscribed, do covenant, promise and agree, for ourselves severally and respectively, and for our several and respective Executors, &c. to and with the said *J.* his, &c. by these Presents, that if the said Ship and Cargo shall happen to be taken by the *Spaniards* during the said Voyage, and if the said *J.* shall redeem, or agree for the Redemption of the same, which in such Case we empower him to do accordingly, that then we and every of us, and our respective Executors, &c. shall and will reimburse and pay unto the said *J.* our respective Shares and Proportions of all such Monies as he shall *bona fide* agree or pay for the Redemption thereof, according to the Value of our several Parts and Proportions of and in the said Ship and Cargo, at the Time of such Redemption or Agreement for the same; the said Sum or Price being reduced to an equal Average for Ship and Cargo. In Witness, &c.

Vide Covenants as to Indemnity.

Between two Captains of Privateers, to pay Charges relating to Prizes equally between them.

Whereas *A.* Commander of the Privateer or Vessel called the *B.* Burthen, &c. and *C.* Commander of the Privateer or Vessel called the *D.* Burthen, &c. have, together in and with the said Vessels or Privateers, lately taken several Ships or Vessels, which are brought to several Ports or Places in *England*, in order for their Condemnation as Prizes: Now these Presents witness, that it is mutually declared and agreed by and between the said *A.* and *C.* and each of them doth hereby covenant and agree to and with the other of them, that all Charges of Waiters on Board the said Vessels, or any of them, and of Prosecutions against, and condemning of them, or any of them, or their Lading, or otherwise, about or concerning all or any the said Vessels, or their Lading, which are so already taken by the said *A.* and *C.* and about all or any other Vessels or Prizes which shall hereafter happen to be taken by the said *A.* and *C.* together, or in Company, shall be equally paid, defrayed and born by and between them the said *A.* and *C.* and by and on the Account of their two several Privateers aforesaid, equally Share and Share alike: To the Performance whereof each of them the said *A.* and *C.* bindeth himself, his, &c. and the Privateers or Vessels whereof each of them is Commander as aforesaid, unto the other of them, his, &c. mutually and interchangeably, in the Sum or Penalty of — *l.* of, &c. a-piece, firmly by these Presents. In Witness, &c.

From Merchants, to make good Damages (not exceeding, &c.) by reason of a Ship's being taken or detained by an Enemy after the Time limited in the Charterparty.

Whereas *A.* &c. Master of the, &c. called *C.* hath by Writing or Charterparty under, &c. dated, &c. let the said Ship to Freight to us *B.* and *C.* of, &c. for a Voyage to *A.* in *R.* and back to *L.* as thereby may appear: Now we the said *B.* and *C.* in Consideration of the Sum of *5 l.* to us in Hand at, &c. by the said *A.* truly paid, the Receipt, &c. do hereby for ourselves, our, &c. jointly and severally covenant, &c. to and with the said *A.* his, &c. that we the said *B.* and *C.* our, &c. shall and will answer, satisfy and make good unto the said *A.* and the Part-Owners of the said Ship, their, &c. all such Losses and Damages not exceeding — *l.* for the said Ship, and not exceeding — *l.* to the said Master, which shall or may happen by Reason or Means of any Detainment or Seizure of the said Ship, or the said Master thereof, to *A.* aforesaid, by or by the Order of his Majesty the — of — after the Expiration of the said — Days limited by the said Charterparty for her Stay there, upon Account of War between his said Majesty and the Crown of *Great Britain*: To the Performance, &c. In Witness, &c.

XIX. Covenants concerning Law Suits.

Deed of Covenants for stopping further Proceedings in a Suit in Chancery touching a Foreclosure, &c.

THIS Indenture Tripartite, &c. Between *J. W.* of, &c. of the first Part, *T. P.* of, &c. of the second Part, and *J. T.* of, &c. of the third Part. **Whereas** by Virtue of a Decree or Decretal Order of the High Court of Chancery, made and pronounced by the Right Honourable the Master of the Rolls, on the — in a certain Cause there then and now depending, wherein the said *J. T.* is Plaintiff, and the said *J. W.* and *T. P.* are Defendants; *Therein reciting* or setting forth, that by the Plaintiff's Bill it appeared, that by certain Indentures of Lease and Release, bearing Date respectively, &c. *It was* by the said Plaintiff's Bill prayed, that the Defendants *W.* and *P.* might be compelled to pay him the said Sum of — Principal Monies, and the Interest thereof, and on Default thereof, that they might be foreclosed of all their Equity of Redemption of, in and to the said mortgaged Premises; and after setting forth the several Answers of the Defendants *W.* and *L.* answers to the Effect as therein mentioned; and that the Defendant *P.* not having put in his Answer, but absconding, the Plaintiff had obtained an Order, dated the — that the Defendant *P.* should appear to the Plaintiff's Bill on or before — and that the said Defendant *P.* having not appeared thereto, it was by another Order of the — ordered, that the Plaintiff's Clerk in Court should attend with the Record of the Plaintiff's Bill, in order to have the same Decree to be taken *pro Confesso* against the said Defendant *P.* And the Clerk in Court for the Plaintiff attending with the said Record, on hearing the said Cause, *It was* by his Honour decreed, that the Plaintiff's Bill should be taken *pro Confesso*, and that it should be referred to Mr. *A.* &c. to see what was due to the Plaintiff from, &c. **And whereas** to prevent as much as may be all further Charges and Expences touching the Matters aforesaid, it is by the said Parties hereto agreed, that the said *J. W.* shall have such Time for Sale of the said mortgaged Premises, as herein after mentioned, and that all the Parties hereto will join with him in such Sale; and that the Monies arising by such Sale shall be paid to the said *J. F.* and *T. P.* in such Manner as herein after mentioned; and that in the mean Time all further Proceedings in the said Cause shall be stayed in such Manner, and subject to such Covenants, Proviso and Agreements, as are herein after mentioned and expressed: **Now this Indenture witnesseth,** that in Pursuance and Performance of the said recited Agreement, it is hereby mutually covenanted, agreed and declared, by and between all the Parties to these Presents, for themselves and for their respective Heirs, Executors and Administrators, in Manner as follows, *viz.* That they the said *J. T.* and *T. P.* do hereby covenant and agree, and give unto him the said *J. W.* the full Time and Space of — Months, to commence from the Date hereof, to procure the best Purchaser or Purchasers he can get to buy the said mortgaged Premises; and that they the said *J. T.* and *T. P.* will then join with him the said *J. W.* in the absolute Conveying thereof, to such Purchaser and his Heirs, and as Counsel learned in the Law shall in that Behalf reasonably advise; and that so much of the Monies arising by Sale of the said Premises as shall be sufficient for that Purpose, shall in the first Place be paid to the said *J. T.* in Discharge of all such Principal and Interest Monies, and all such Costs and subsequent Costs as shall be then due to him by Virtue of his said Security, and in Pursuance of the said recited Decree, Report and subsequent Orders thereon, and from and after full Payment thereof, to the said *J. T.* his Heirs, Executors and Assigns, and subject thereunto; then as to the Residue or Surplus of the Monies arising by such Sale of the said Premises, the same shall be paid to the said *T. P.* Party thereto, his Heirs, Executors or Assigns, in Discharge of all such Principal Monies, Interest and Costs, as shall be then due to him or them by Virtue of the above mentioned Securities so made from the said *J. W.* to the said *T. P.* deceased, as aforesaid, in Pursuance of and according to the said recited Decree and subsequent Orders: And it is hereby further mutually agreed by and between all the said Parties, that in Case the Monies arising by such Sale of the said Premises shall not be sufficient to pay and discharge to them the said *J. T.* and *T. P.* Parties hereto, their respective Executors and Assigns, all such Principal Monies, Interest and Costs, as shall be then due to them in Manner as aforesaid; that then in such Case he the said *J. W.* his Heirs, Executors or Administrators, shall and will out of his and their own proper Monies, within the Space of — Months next after such Sale made of the said Premises, pay unto them the said *J. T.* and *T. P.* Party hereto, their respective Heirs,

Time given
for the Sale of
mortgaged
Premises,
&c.

The Money
how applied.

Proceedings
to stay.

Covenant to
get a Pur-
chaser, &c.

Recital of a
Bond to per-
form the Co-
venants here-
in,

and Warrant
of Attorney.

Proviso.

In what Case
the Bond, &c.
to be deliver-
ed up, &c.

Executors and Assigns, so much Money as shall make good such Deficiency: **And it is hereby further mutually agreed** and declared by and between all the said Parties for themselves, and for their respective Heirs, Executors and Administrators, that during the said Space of — Months now next ensuing, no further Proceedings shall be had, made or carried on in the said Court of Chancery, or in any other Court of Law or Equity whatsoever touching the Premises aforesaid; nor shall any Action or Suit whatsoever be brought or commenced by any or either of the said Parties hereunto, against each other during the said Space of — Months as aforesaid: **And** the said *J. W.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with each of them the said *J. T.* and *T. P.* Party hereto, their respective Heirs, Executors, Administrators and Assigns, by these Presents, in Manner as follows, *viz.* That he the said *J. W.* or his Heirs, within the said Space of — Months now next ensuing, shall and will use his utmost Endeavours to get such Purchaser or Purchasers to buy the said mortgaged Premises for the most Monies that can be got for the same, and that he the said *J. W.* and his Heirs shall and will join with them the said *J. T.* and *T. P.* Party hereto, and their Heirs, in the absolute Conveying of the said mortgaged Premises, unto and to the Use of such Purchaser or Purchasers, and his or their Heirs or Assigns, as shall be reasonably advised or required; and also that all the Purchase Monies to arise, or be had or made by Sale of the said mortgaged Premises, shall be paid to them the said *J. T.* and *T. P.* Party hereto, and their respective Heirs, Executors or Assigns, in Manner as aforesaid: **And further**, that in Case the Monies arising by such Sale of the said Premises shall not be sufficient to pay to them the said *J. T.* and *T. P.* all such Principal, Interest Monies and Costs as shall be then due to them as aforesaid, that then and in such Case he the said *J. W.* his Heirs, Executors or Administrators, out of his or their own proper Monies shall and will, within the Space of — Months next after such Sale made of the said Premises, pay unto them the said *J. T.* and *T. P.* Party hereto, and to their respective Heirs, Executors, Administrators and Assigns, so much Monies as shall be sufficient to make good such Deficiency: **And whereas** the said *J. W.* by his Bond or Obligation bearing even Date with, and executed at the Time of his Executing, stands bound unto the said *J. T.* his Heirs, Executors and Administrators, in the Sum of — with Condition thereunder written, that if the said *J. W.* his Heirs, Executors and Administrators, shall and do well and truly pay, perform, fulfil and keep all and every the Payments, Covenants, Conditions and Agreements mentioned and contained in this present Indenture, that then the said Obligation should be void and of no Effect: **And whereas** the said *J. W.* as a further Security for Performance of the several Covenants and Agreements herein contained, mentioned and expressed, hath duly executed a Warrant of Attorney, bearing even Date herewith, and hath thereby directed to, &c. to enter up a Judgment in the said Court against him the said *J. W.* as of *T.* Term now last past, or as of some other subsequent Term, at the Suit of the said *J. T.* for the said Sum of — Debt upon the said Bond, (besides Costs of Suit) which Judgment 'tis agreed shall be forthwith entered upon Record against the said *J. W.* **Provided always**, and it is hereby expressly agreed and declared by and between all and every the Parties hereunto, and the true Intent and Meaning of them and of these Presents is, that in Case the said mortgaged Premises shall not be sold within the Time aforesaid, and that the Monies arising by such Sale shall not be sufficient to pay to them the said *J. T.* and *T. P.* Party thereto, their respective Heirs, Executors and Assigns, the said several Principal Sums of Money, together with Interest and Costs, in such Manner as herein before mentioned; and in Case he the said *J. W.* his Heirs, Executors or Administrators, shall not make good such Deficiency in Manner as aforesaid, that then and in any or either of the Cases aforesaid, no Clause, Covenant or Agreement, or Thing herein contained, shall be construed, deemed or taken to bar, prejudice, prevent or hinder the said *J. T.* in the first Place, and afterwards the said *T. P.* Party hereto, their respective Heirs, Executors, Administrators and Assigns, from the Obtaining, Recovering and Receiving of all such Monies as shall be to them then respectively due and owing for Principal, Interest and Costs, by Virtue of the said several Securities, and of the said Decree and subsequent Orders, the said recited Bond and Judgment bearing even Date herewith, in such Manner as aforesaid, any Thing to the contrary thereof notwithstanding. **And lastly**, it is hereby mutually agreed and declared by and between all the Parties to these Presents, that on his the said *J. T.* his Heirs, Executors or Administrators, having fully paid and performed all and every the Covenants, Payments and Agreements herein before mentioned and contained, in his and their Part to be paid, done and performed, according to the true Intent and Meaning of these Presents, that then the said recited Bond shall be by the said *J. T.* delivered up to the said *J. W.* his Executors or Administrators, to be cancelled;

celled; and also that then he the said *J. T.* his Heirs, Executors or Assigns, (at the Request and Charge of the said *J. W.* his Heirs, Executors or Administrators) shall and will acknowledge Satisfaction upon the Record of the said Judgments, or do any other lawful Act to vacate the same, as shall be reasonably advised or required, and that in the mean Time he the said *J. T.* his Heirs, Executors or Assigns, or any of them, shall not nor will take or sue out any Writ or Writs of Execution, or other Process or Advantage whatsoever against him the said *J. W.* his Heirs, Executors or Administrators, or his or their Real or Personal Estates, upon or by Virtue of the said Bond or Judgment, or either of them. In Witness, &c.

The Consideration Part may sometimes be thus.

— Now this Indenture witnesseth, that to prevent all further Charges and Expences in the said Cause, touching the Matters aforesaid, **He** the said *J. W.* in Pursuance and Part of Performance of his said recited Agreement, **Doth** hereby for himself, his Heirs, Executors and Administrators, agree and declare; and also they the said *J. B.* and *W. W.* do hereby likewise agree and declare, that no further Proceedings whatsoever shall from henceforth be had, made or carried on in the said Court of Chancery, or in any other Court of Law or Equity whatsoever, touching the Transactions, Matters and Things aforesaid, and that the same shall from henceforth finally end and determine, and the same are by all and every the Parties to these Presents hereby accordingly finally ended and determined.

An Indenture of Covenants between two Persons touching a Suit depending, on Ejectments concerning an Estate in Ireland; whereby, to prevent Loss by Insolvency of Tenants, a Receiver is by them appointed, &c.

THIS Indenture, &c. Between the Right Honourable *M. Viscountess Dowager* of *L.* of the one Part, and *G. F.* of, *Esq.* of the other Part. **Whereas** by Indentures of Lease and Release, &c. and made, &c. previous to the Intermarriage of the said Viscountess with the said now Lord Viscount *L.* a Rent-Charge of 320*l.* a Year was granted and settled by and of the Name of, &c. and also by and out of the Manor of, &c. in the County of *R.* in the said Kingdom, of the then Estate of Sir *G. L. Knt.* unto the said Viscountess for and during the Term of her natural Life, for her Jointure, As in and by the said in Part, &c. **And whereas** the said Marriage took Effect, and the said *J. Lord Viscount L.* since departed this Life, whereby the Lady Viscountess became lawfully intitled to the said Rent-Charge or Annuity of 320*l. per Ann.* for her Life, for her Jointure, by Virtue of and under the said Marriage Settlement; but the said Lord Viscount *L.* before his Death, duly made and published his last Will and Testament in Writing, and thereby (*inter alia*) devised the said Manor of, &c. and all Arrears of Rent due out of all the aforesaid Manors and Premises, to the said *M. Viscountess Dowager of L.* for and during the Term of her natural Life, with several Remainders over, as in the said Will is mentioned, and appointed her sole Executrix of his said Will, who has since his Decease duly proved the same in common Form and thereby became well intitled, not only to all and every the said Manors and Premises so devised to her as aforesaid, and to all the Rents and Profits thereof, from the Decease of the said *J. Lord Viscount L.* for and during the Term of her natural Life, but also to all and every the Arrears of Rent which remained due and owing from the same Premises, from the respective Tenants thereof, to and at the Time of the Decease of the said Lord Viscount *L.* as by the said Will and Probate thereof, Relation, &c. **And whereas** the said *G. F.* claiming to be intitled to the said Manors and Premises in the said recited Deeds and Will mentioned, by Virtue of the last Will and Testament of *G.* late Lord Viscount *L.* deceased, (Father of the said *J. Lord Viscount L.*) did as of *Michaelmas-Term*, which was in the Year of our Lord 1726. bring his Ejectments in his Majesty's Court of Exchequer in Ireland, by *A. M. Esq.* his feigned Lessee, against the said *M. Lady Viscountess Dowager of L.* and the several Tenants in Possession of and for Recovery of all the said Manors and Premises, and the said *M. Lady Viscountess Dowager of L.* having appeared and made Defence to the said Ejectments, the same came to be tried in the said Court of Exchequer before the Barons of the same Court in *Michaelmas-Term*, which was in the Year — whereupon a special Verdict was found by the Jury that tried the said Ejectments, which special Verdict is still depending and undetermined in the said Court: **And whereas** the said Jointure or Rent-Charge of 320*l.* a Year of her the said *M. Lady Viscountess Dowager of L.* and also the Arrears of Rent that were

Recitals.
The Marriage Settlement.

As to Marriage taking Effect, Death of Husband and his Will, his Wife Executrix, and proving the same intitled, &c.

As to *F.*'s claiming Title and bringing Ejectments, &c.

As to a special Verdict thereon now undetermined.

As to unquestionable Title due

of the Viscounts, &c. due out of the same to the said J. Lord Viscount L. to and at the Time of his Death, were and are unquestionable and out of Dispute; the only Question upon the said Trial was and is, in whom the Right of the said Manors and Premises, subject to the said yearly Rent-Charges and Arrears of Rent to the said M. Lady, &c. was and is: **And whereas** for preventing Losses that may happen to be sustained by the Failing or Insolvency of any of the Tenants in Possession of the said Lands and Premises in Question, and in Regard the same Lands and Premises lie in several Counties, and at a great Distance and asunder from each other in the said Kingdom of *Ireland*; it is apprehended much for the Benefit and Conveniency of both the said contending Parties, that a Receiver or Collector of the Rents and Profits of the same Estates, should be appointed to collect and receive the same from the several Tenants of the same Estates and Premises, and to let and set the same at the best and utmost yearly Rent or Rents, in such Manner as herein after mentioned and agreed upon; to the End that the said M. Lady, &c. may have and receive thereout from such Receiver in the first Place, not only the future Payment of the said Rent-Charge or Annuity of 320 l. a Year, and Arrears thereof, and (after Payment of the said Rent-Charge and Arrears to the said M. Lady, &c. as aforesaid,) by such Receiver or Collector, from Time to Time, by the mutual Consent and Approbation of the said M. Lady, &c. and G. F. the Remainder of the said Arrears and Rents to be received, are to be paid into the Bank of *England*, in the Joint Names of the said M. Lady, &c. and G. F. or lodged in the Hands of such Person or Persons as they shall direct and appoint, for the Use and Benefit of such of them, as in the Event of the said Suit shall appear to be intitled thereto; *And* for that and other Purposes, it has been agreed and concluded by and between the said Parties to these Presents, in the Manner herein after mentioned: **Now this Indenture witnesseth**, that in Pursuance of the said Agreements, and to and for the Reasons, Ends and Intents, herein before and herein after mentioned and declared, **It is hereby mutually covenanted, declared**, concluded and agreed upon, by and between the Parties to these Presents, for themselves, their Heirs, Executors and Administrators respectively, in Manner and Form following, *viz.* **That** the said M. Lady, &c. and the said G. F. do by these Presents consent and agree, and do hereby nominate, impower and appoint H. H. of *Dublin* in the Kingdom of *Ireland*, Esq; to collect and receive all such Arrears of Rent as were due and payable, by and out of all and singular Manors, Lands and Premises in Question, of and from the several Tenants thereof, to and at the Time of the Death of the said J. Lord Viscount L. and also all the Arrears of Rent of the said Premises, which have accrued due and payable since his Decease, and all the future growing Rents thereof; **And also** to let and set the same Lands and Premises from Time to Time, at the best accustomed yearly Rent that can be gotten for the same; **And that** the said H. H. shall have such yearly Salary or Allowance for Collecting and Receiving the said Rents and Arrears thereof, and shall give his own Personal Security for his faithful Behaviour in such Receivership, as the said M. Lady, &c. and G. F. shall from Time to Time mutually think fit and approve of; **And also** that the said H. H. shall from Time to Time, and at the End of every Half-Year, during the Time of his Receivership, give and deliver unto the said M. Lady, &c. and G. F. respectively, a true, perfect and just Account or Accounts in Writing, of all such Sum and Sums of Money, as he shall have received and paid upon Account, or in Respect of the said Estates and Premises. **And** it is further mutually agreed by and between the said M. Lady, &c. and G. F. that it shall and may be lawful to and for the said H. H. (if he shall think fit, proper or convenient) to depute and impower any other Person or Persons (except as herein after is excepted) in his Stead and Place, to be his Deputy or Deputies, Attorney or Attornies under him for the Purposes aforesaid, so as the said H. H. from Time to Time do answer and account for what such Deputy or Deputies, Attorney or Attornies, shall do or cause to be done in or about the Premises, by Virtue of and under such his Deputation or Deputations so to be by him made and given as aforesaid: **Provided always**, and the true Intent and Meaning of these Presents, and of the Parties to the same, is, and is hereby agreed and declared, that the said H. H. shall not at any Time or Times hereafter depute or impower — and — or either of them, as his Deputy or Deputies, Attorney or Attornies, to collect and receive the Rents, Issues and Profits of all or any Parts of the Premises in Question, nor that the said H. H. permit or suffer the said H. or M. or either of them, to be any ways employed or intermeddle in the Management or Receivership of all or any Part of the Premises in Question. **And** it is hereby further mutually covenanted, concluded, agreed and declared upon, by and between the said Parties to these Presents, that it shall and may be lawful to and for the said H. H. to collect and receive the Rents and Profits of the said respective Estates and Premises, and the Arrears thereof as aforesaid (all Charges, Payments, Allowances and Disburse-

As to preventing Losses of Rent by present Tenants,

and the present Agreement between Parties touching the same being received by a Receiver.

Consideration.

A Receiver appointed to receive Arrears and growing Rents.

To let and set Salary.

Deliver Accounts.

To appoint Deputies.

Except, &c.

Further Powers and Directions.

Disbursements to be *bona fide* made by the said *H. H.* for and on Account of the said Estates and Premises being thereout first allowed and deducted,) to pay or cause to be paid unto the said *M. Esq.* or Order or Assigns, by and out of the first Monies, which the said *H. H.* shall receive or collect, by and out of the Rents and Profits of the said Estates and Premises, and the Arrears thereof, the Sum of 100*l.* of, *Esq.* and which the said Lady Viscountess doth hereby agree to accept and take in Lieu of and Satisfaction for all her Demands, for or in Respect of the Arrears of Rent of all the Premises in Question, that were at the Time of the Decease of the said *J. Lord Viscount D.* due and payable; and in the next Place pay, or cause to be paid unto the said *M. Lady, Esq.* her Order or Assigns, all such Arrears of her said Annuity or yearly Rent-Charge of 320*l.* as have accrewed or become due and payable to her, by Virtue of and under the said Marriage Settlement as aforesaid, since the Decease of the said *J. Lord, Esq.* and all the future growing Payments of the same Annuity or Rent-Charge, in the same Manner, and at such Time or Times as the same are limited and appointed to be paid to her by the said Marriage Settlement; and from and after such Payments so made to the said *M. Lady, Esq.* her Order or Assigns, of the said Sum of 100*l.* and the said Annuity and Arrears thereof as aforesaid, to pay or cause to be paid, as well all Arrears of the Rents and Profits of the said Estates and Premises in Question, that became due and payable from the Tenants thereof, before the Death of the said *J. Lord, Esq.* as those that accrew'd due since his Decease, (except those Arrears as were or are due to the said *M. Lady, Esq.* as Executrix of her said late Husband from the above named — and — and all such Arrears, for which any of the Tenants of the said Estates and Premises have given Notes or Bonds for their respective Rents, or that are due from any of the Tenants that have quitted or gone off their respective Farms before *May 1724.* which is hereby mutually agreed the said Lady *L.* shall or may be at Liberty to recover, as she shall be advised, to and for her own proper Use and Benefit, but the said Lady *L.* is not to distrain or prosecute any Distress against any of the said Parties) and the said Rents and Profits of the said Estate and Premises in Question, so to be received and collected by the said *H. H.* his Deputy or Deputies (over and above the said Sum of 100*l.* and the Arrears and growing Payments of the said Annuity or yearly Rent-Charge of 320*l.* to the said *M. Esq.* as aforesaid) into the Bank of *England*, in the Joint Names of the said *M. Esq.* and *G. F.* or lodged in the Hands of such Person or Persons, as they the said *M. Esq.* and *G. F.* shall from Time to Time mutually direct and appoint, for the Use and Benefit of such of them, as in the Event of the said Suit shall appear to be intitled thereunto; and further, that the Charge of the Remittance or Return of such Residue or Surplus Money into the Bank, or into such Hand or Hands as shall be agreed upon as aforesaid (in case any such Charge shall happen) shall from Time to Time be deducted thereout, and answered by such of the said Parties, as in the Event of the said Suit shall be intitled to such Residuum or Surplus Money. And it is hereby further mutually covenanted and agreed by and between the said Parties to these Presents, that in case the said *H. H.* or his Deputy or Deputies, Attorney or Attornies, shall find it necessary to sue or prosecute any of the Tenants of the said Estates and Premises, or their respective Representatives, for the Recovery of their respective Rents, or the Arrears thereof, or to make any Distress or Distresses for or in Respect thereof, and of such Rents, or the Arrears grown due since the Death of the said *J. Lord L.* then and in such Case, they the said *M. Lady, Esq.* and *G. F.* or either of them, shall in no wise interpose or interrupt such Suit or Suits, Distress or Distresses, to the Prejudice of each other; but shall and will from Time to Time make and execute all such Act or Acts, Thing or Things, as shall be necessary and requisite for the Recovery of such Rent or Rents, and the Arrears thereof, in Manner as aforesaid, from such Tenant or Tenants, or their respective Representatives, for the Intents and Purposes aforesaid; and that the said *M. Lady, Esq.* (at the Request of the said *G. F.* if he shall think it necessary) shall and will, as soon as conveniently she can, deposite or lodge in the Hand or Hands of the said *H. H.* all such Counterparts of Leases relating to the said Estate and Premises in Question, which the said *M. Lady, Esq.* or any other Person or Persons in Trust for her, now have or can come by both in *England* and *Ireland*, to the End, Intent and Purpose, that she and the said *G. F.* or such Receiver or Receivers so to be nominated and appointed as aforesaid, or such other Person or Persons, as the said *M. Lady, Esq.* and *G. F.* respectively shall think proper, may have free Liberty and Recourse to peruse and inspect, and make Use of such Counterparts of Leases so to be deposited or lodged as aforesaid, as Occasion may require; And it is hereby expressly covenanted, agreed and declared by and between the said Parties to these Presents, that these Presents, or any Thing herein contained, shall not in any Sort or Manner whatsoever impeach, lessen or Prejudice, or shall extend to be construed to impeach, lessen or prejudice the Right, Title

Party, as to
their Right in
the Suit de-
pending.

Title or Interest of either of the said Parties to the Lands and Premises, for which the said Ejectments were brought as aforesaid, or to the Rents to be received thereof as aforesaid, or any Part thereof, or shall give either of the said Parties any Advantage over the other of them, in Respect of the Right or Title by them, or either of them now claimed to the same Lands and Premises, but their several and respective Profits, Claims and Pre-
tences as to the same shall be and remain, and is hereby declared to be and remain in the Plight and Condition as the same were before the Making and Executing of this present Agreement; their true Intent and Meaning being only to secure the Surplus of the said Rents and Arrears of such of the said Parties, as in the Event of the said Suit between them in the said Ejectments shall appear to have Right thereto, and to prevent any Loss of the said Rents and Arrears thereof by the Failing and Insolvency of the said several Tenants of the said Lands and Premises, or any of them. **In Witness, &c.**

XX. Several other particular Covenants.

To pay — 1. per Week, till — 1. in Consideration of one Person's leaving off his Trade to another.

TO all, &c. A. of, &c. and B. of, &c. send Greeting. **W**hereas C. of, &c. hath, on the Day of the Date hereof, let unto the said B. a certain Warehouse in, &c. wherein the said C. did lately exercise and drive the Trade or Business of Buying and Selling, &c. and for the Consideration or Gratuity hereunder mentioned and agreed to be given him by the said B. at the Request of the said B. hath discontinued the said Trade therein, and left the same to the said B. to his own Benefit: **N**ow know ye, that in Consideration of the said C.'s having so discontinued his said Trade and Business in the said Warehouse, and of the Benefit and Advantage which the said B. will have and receive thereby, the said B. for himself, his, &c. doth hereby covenant, &c. that he the said B. his, &c. shall and will well and truly pay, &c. unto the said C. his, &c. the Sum of — of lawful, &c. in Manner following, viz. the Sum of — thereof weekly and every Week, from the Date of these Presents, one Week next consequently following another on the — Day in every Week, while and until the said Sum of — l. shall be fully paid and satisfied; the first Payment thereof to begin and to be made on — Day, being the — Day of — next, and so to continue, without making Default of or in any of the said Payments, or any Part thereof. (*Penalty, A. and B. bound.*) **In Witness, &c.**

That Trustees (in whom an Estate in Ireland is vested to be sold, and the Money to be applied on certain Trusts) may appoint a Person to act on their Behalf.

AND (in Regard the said T. Duke of N. J. Lord B. and W. S. are resident in England, and cannot conveniently go into Ireland, to see the Trust reposed in them duly executed) he the said D. K. for himself, his Heirs, Executors and Administrators, doth covenant and agree to and with the said T. Duke of N. J. Lord B. and W. S. that he the said D. K. shall and will permit such Person or Persons, as shall be appointed and authorised by the said Duke alone, or by the said Duke, together with the said Lord B. and W. S. by any Writing, signed and sealed by the said Duke alone, or jointly with the said Lord B. and W. S. to enter into, view and survey the Inheritance of the said M. K. hereby agreed to be sold, and see the Money arising by such Sale put out and applied on the Trusts, and to the Intents and Purposes herein before mentioned and expressed.

To perform Covenants, &c. in a Writing.

TO all, &c. B. &c. sends Greeting. **W**hereas by a Writing, &c. made, &c. Reciting therein, &c. it is thereby declared, that altho' the said Contract is so made in the Name only of the said C. yet the same was upon the Joint Account of the said C. and J. and that they are equally concerned therein, and in the — contracted to be sold and delivered, and all Profit and Loss thereby as therein is mentioned, as by the said recited Writing amongst several Covenants and Agreements therein contained, Relation, &c. **N**ow therefore know ye, that the said B. for himself, his, &c. doth hereby covenant, &c. to and with the said C. his, &c. that all and every the several Covenants, Articles, Payments, Agreements, Matters and Things in the said recited Writing mentioned and contained, by and on the Part and Behalf of the said J. to be observed, paid and performed,

performed, shall be fully observed, paid and performed by the said *J.* or him the said *B.* their, &c. or some of them, in all Respects, according to the true Intent and Meaning of the said recited Writing. *In Witness, &c.*

A Deed of Covenant between a Raker and a Scavenger, about cleaning the Streets.

THIS Indenture, &c. Between *A.* of, &c. and *B.* and *C.* of the same Place, (Scavengers of and for the said Precinct of St. K.) of the other Part, **Witnesseth,** that the said *A.* (for and in Consideration of the Sum of 65*l.* of, &c. to be paid to him the said *B.* in such Manner and Form as herein after is expressed, and also of the Sum of 5*s.* of, &c. to him now paid by the said *B.* and *C.* the Receipt, &c.) **hath** covenanted, promised and agreed, and by these Presents, **Doth** for himself, his Executors and Administrators, covenant, promise and agree to and with the said *B.* and *C.* their Executors and Administrators, and to and with each and every of them by these Presents, in Manner following, *viz.* **That** he the said *A.* his Executors, Administrators and Assigns, or his or their Servants, shall and will at his and their own proper Costs and Charges cleanse and make clean, or cause to be cleansed and made clean in the said Precinct of St. K. the End of *F.* Churchyard, and all the Streets, Lanes, Alleys, and other Places whatsoever in the said Precinct, to the Satisfaction of the said *B.* and *C.* and their Successors, from the 25th Day of *March* last past before the Date hereof, three Times at least in every Week weekly, during the Term of one whole Year from thence next ensuing, and also oftner in every Week, at such other Times during the said Term, as the said *B.* and *C.* or their Successors, any or either of them shall require the same to be done, and also shall and will cleanse, or cause to be cleansed the dark Passage leading out of St. K.'s Court in St. K.'s Lane; **And also** shall and will, from Time to Time during the said Term, carry away and convey all and all Manner of Channel Dirt, Filth, Soil, Sea-Coal Ashes, Sweepings of Houses, Streets, Lanes, Alleys, and other Places of and within the said Precinct of St. K. unto some convenient Place; the same to be provided by the said *A.* his Executors, Administrators or Assigns, at his or their own proper Costs and Charges (Rubbish excepted); but such Rubbish under a Load is to be carried away as other Dirt or Soil as before is mentioned; **And further,** that in case the said *A.* his Executors, Administrators or Assigns, or his or their Servants, do not cleanse and make clean the said Streets, Lanes, Alleys, and other Places of and in the said Precinct of St. K. and carry away the Dirt and Soil thereof as aforesaid, having 24 Hours Notice in Writing from the said *B.* and *C.* or either of them, or their Successors, of any particular Place in the said Precinct wanting Cleansing, and the Dirt and Soil to be carried away; then and in such Case the said *A.* doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said *B.* and *C.* their Executors and Administrators, that it shall and may be lawful to and for the said *B.* and *C.* or either of them, their or either of their Successors, from Time to Time to employ or hire any Person or Persons to cleanse and make clean the Streets, Lanes, Alleys, and other Places of and in the said Precinct of St. K. and to pay him and them what is reasonable for doing thereof, and to deduct and abate what they or either of them shall so pay for cleansing the same out of the said Sum of 65*l.* for every such Default or Neglect, after every Time of having such 24 Hours Notice given or left for him the said *A.* his Executors, Administrators or Assigns as aforesaid; **And further,** that he the said *A.* his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times during the said Term, clearly acquit, exonerate and discharge, save harmless and keep indemnified the said *B.* and *C.* their Executors and Administrators, and every of them respectively, and their Successors, in the said Place or Office of Scavengers, of and from all and all Manner of Actions, Suits, Judgments, Executions, Indictments, Presentments, Amerciaments, Fines, Costs, Damages and Expences whatsoever, which shall or may arise, happen, be brought, commenced or prosecuted against them, any or either of them, or which they, any or either of them shall or may sustain, incur, or be put unto during the said Term, for or by Reason of any Omission, Neglect or Default of him the said *A.* his Executors, Administrators or Assigns, their Labourers or Servants, any or either of them, in the Raking, Cleansing and Carrying away the Dirt, Soil and Ashes, of and belonging to the said Precinct of St. K. or any Part thereof, as the Law directs and requires the same to be done; and the said *B.* and *C.* for themselves, their Executors and Administrators, do covenant, promise and agree to and with the said *A.* his Executors, Administrators and Assigns by these Presents, that they the said *B.* and *C.* their Executors and Administrators, shall and will well and truly pay, or cause to be paid unto the said *A.* his Executors, Indemnification.

Executors, Administrators or Assigns, the said Sum of 65*l.* of, &c. on the four most usual Feasts or Quarter-Days following, or within 14 Days next after every of the said Quarter-Days, viz. *Midsummer-Day*, &c. and *Lady-Day*, by four even and equal Proportions; the first of which Payments to begin and be made at *Midsummer-Day* now next, or within 14 Days then next following, the said Sum of 65*l.* to be paid without any Deduction for Taxes, or otherwise howsoever, (except only so much thereof, as they the said B. and C. or either of them, their or either of their Executors, Administrators or Successors, shall have advanced and paid for and towards Cleansing the said Precinct of St. K. occasioned by the Neglect or Default of the said A. his Executors, Administrators or Servants not having cleansed the same, after having had 24 Hours such Notice in Writing, given or left with him or them for that Purpose in Manner as aforesaid. **In Witness, &c.**

To keep another Person's Pavements in Repair in Consideration of Money in Hand, and more per Ann'.

THIS Indenture, &c. Between A. &c. of the, &c. and B. &c. Witnesseth, that the said A. for the Consideration hereunder mentioned, for himself, his, &c. doth covenant, &c. that he the said A. his, &c. Workmen or Assigns, shall and will, at his and their own Charge, from Time, &c. for and during the Term of — Years, to be accounted from, &c. if the said B. shall so long continue in the Possession of, or have any Term in the House hereunder mentioned, well and sufficiently, in Workmanlike Manner, as often as Occasion shall require, pave, amend and keep in Repair, with good Pebbles and Gravel, the Pavement belonging to, and as it now lies before the Shop of the Messuage or Tenement of the said B. situate, &c. (the Pavement of the Foot-Way now paved with Free-Stone only excepted) and at the End of the said Term shall leave the same in good Repair; and also shall at all Times during the said Term acquit, release and discharge, or otherwise well and sufficiently save, defend, keep harmless and indemnified the said B. his, &c. of and from all Actions, Suits, Indictments, Troubles, Costs, Payments and Damages whatsoever, which may arise or happen unto him or them, for want of such Reparations and Amendments of the aforesaid Pavements; **In Consideration** whereof the said B. hath, before the Sealing and Delivery of these Presents, paid to the said A. the Sum of, &c. and the said B. doth hereby for himself, his, &c. covenant, &c. to pay unto the said A. his, &c. the yearly Sum of, &c. during the said Term of — Years, by four quarterly Payments; the first Payment to be made, &c. and for the true Performance, &c. **In Witness, &c.**

To be accountable for Malt-Tickets lent.

ITD all, &c. A. &c. Whereas B. of, &c. hath, on the Day of the Date hereof, at the Request of the said A. lent and delivered unto him the said A. the several Tickets following, viz. &c. the Receipt, &c. **Now therefore these Presents witness,** that the said A. doth hereby for himself, his, &c. covenant, &c. by these Presents, in Manner following; that he the said A. his, &c. shall and will on, &c. deliver, or cause to be delivered unto the said B. his, &c. to his and their own Use and Uses, all the before several recited Tickets, safe and uncanceled, and free from all Debts, Estates and Incumbrances, by him or them to be done or committed, or else shall and will then deliver unto him or them other Tickets of the said Lottery, of the like Sums, Quality and Value for the then Residue of the Terms aforesaid, with the Tickets now delivered to be registred according to the Act of Parliament; to the Performances, &c. **In Witness, &c.**

To go Shares in Lottery Tickets.

ITD all, &c. A. B. and C. of, &c. send Greeting. Whereas Messrs. D. and F. (Merchants at A.) by Order of the said A. B. and C. have bought Tickets in the *Dutch Lottery*, the particular Numbers whereof are as follows; to wit, N^o — and the said Tickets are now in the Hands of the said Messrs. D. and F. for the Account of the said A. B. and C. according to their respective Interests therein, herein after mentioned: **Now these Presents witness,** that it is declared, covenanted and agreed by and between the said A. B. and C. for themselves, their, &c. respectively as followeth; (that is to say) That they the said Parties are and shall be interested in and intitled to the said — Tickets, and all Sum and Sums of Money, Benefit, Profit and Advantage whatsoever, which shall or may happen, arise, or become payable, by, upon, or in Respect thereof, or of any of them

them, as followeth, (that is to say), The said *A.* is interested in, and hath and shall have Right and Title to four full and equal fifth Parts thereof, (the Whole into five equal Parts being divided) and the said *B.* and *C.* are jointly interested in, and shall have Right and Title to the remaining fifth Part thereof; and that they the said Parties shall and may have and receive their respective Shares thereof as aforesaid, without any Let or Interruption of or by the other or others of them, and without any Benefit of Survivorship to be had or taken by either or any of them, of, in or to the Part and Share belonging to the other or others of them, of and in the said Tickets. **In Witness, &c.**

Between Druggists, to be equally concerned in Goods to be bought abroad.

WHEREAS *A.* &c. by and with the Order and Consent of *B.* and *C.* Partners, *D.* and *E.* Partners, &c. testified, &c. and for the Account and Risk of all of them the said Partners, as hereunder is mentioned, hath sent Orders to Messieurs *F.* and *G.* Merchants at *L.* and others elsewhere beyond Sea, for the Buying of several Drugs and other Goods and Merchandizes, and to ship and consign the same to or for the said *A.* at *L.* Now it is hereby mutually declared, covenanted, &c. by and between all of them the said *A. B. C. D.* and *E.* Parties to these Presents, for themselves, their, &c. respectively, as followeth, (that is to say), That they the said Parties respectively are, and shall and will be concerned in and for the respective Parts, as well as of all such Drugs, and other Goods and Merchandizes which the said *A.* hath already given, or at any Time or Times hereafter, by the Order, or with the Consent of them the said *B.* and Partners *C.* or either of them, and the said *D.* and Partners, *E.* or either of them, in Writing under their Hands in that Behalf, shall give Order or Orders to the said Messieurs *F.* and *G.* or any other Person or Persons beyond Sea, to buy, and which shall be so bought by them, or any of them, and sent and consigned to the said *A.* at *London*, according to their Parts therein as followeth, viz. The said *A.* is, and shall and will be concerned in — Part thereof, the said *B.* &c. [and so of the Rest]. And that they the said Parties, their Executors, Administrators and Partners respectively, shall and will pay their respective — Parts of the prime Costs, Commission and Custom, and all Charges for and on Account of the said Goods; and will likewise bear the Risk and all Damages by or in Respect of their said Parts thereof; and upon Arrival of any of the said Goods at *London*, they the said Parties, their Executors, &c. shall and will divide the same into — equal Parts or Shares, and take and receive their said respective Parts thereof; and that no Benefit or Advantage of Survivorship shall be had or taken by or between the said Parties, in Case of the Decease of any of them in the mean Time. **In Witness, &c.**

Declarations of (a) Uses and Trusts.

Of the Uses of a Fine, &c.

AND lastly, it is hereby agreed and declared by and between all and every the Parties to these Presents, and their true Intent and Meaning is, that as well the herein before mentioned Fine so levied by them the said *J. D.* and *M.* his Wife, to the said *J. B.* of all and singular the said Premises as aforesaid, the Use whereof is by the said Indenture of Release *Quadrupartite* declared to enure to the said *E. J.* her Heirs and Assigns, in Manner and subject as aforesaid; as also all and every other Fine and Fines, Common Recoveries, Conveyances and Assurances in the Law whatsoever already and heretofore had, made, levied, suffered and executed, or at any Time hereafter to be had, made, levied, suffered and executed of the said hereby granted and released Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof, (except, &c.) by and between the said Parties to these Presents, or any or either of them, or jointly with any others, or together with any other Messuages, Lands, Tenements, Hereditaments and Premises, as for and concerning the said hereby granted and released Messuages, Lands, Tenements, Hereditaments and Premises, shall be and enure, and shall be adjudged, construed, deemed and

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(a) For a great Variety of Limitations of Uses and Trusts, see that Title and the Title *Uses*, which are often necessary in Declarations.

and taken to be and enure, and by all the Parties to these Presents is and are hereby declared shall be and enure to and for the only proper Use and Behoof of the said *T. B.* his Heirs and Assigns for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever or howsoever.

Another.

AND it is hereby agreed and declared by and between the said Parties to these Presents, that one or more Fine or Fines *sur Conusance de droit come ceo, &c.* in and by the said Indenture of Release recited to have been levied (this present — Term) of the said — by the said *D. H.* and the said Lady *A.* his Wife, to the said *R. B.* and his Heirs, and all and every other, *&c.* of the said hereby bargained and sold — by and between, *&c.* (as in the last Precedent).

Another.

— **To** and for the only proper Use and Behoof of the said *M. W.* and *J. R.* their Heirs and Assigns; **In Trust** nevertheless for the said *M. W.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever.

Another.

WHICH said Fine or Fines so as aforesaid, or in any other Manner or at any other Time, and all and every other Fine and Fines, or other Conveyances and Assurances hereafter to be had, acknowledged, levied and executed of the said Premises, or any Part thereof, by or between the said Parties to these Presents, or any of them, and the full Force, Benefit and Execution thereof, from and after the Levying and Executing thereof, shall be and enure, and was and were at the respective Times of Levying thereof, and is and are hereby intended and declared to be and enure to the several Uses, upon the Trusts, Intents and Purposes, and under and subject to the same Powers, Provisoos, Conditions, Limitations and Agreements, as are herein before mentioned, expressed and declared of and concerning the same Premises.

A Deed to declare the Uses of a Fine levied.

Recitals of Deeds.

That the Releasor in the first Lease and Release was married, and no Fine levied by him and his Wife.

That for barring Dower and confirming the Interest of Trustees to Uses, a Fine was levied.

THIS Indenture, made, *&c.* Between *J. G.* of — and *A.* his Wife, of the one Part, and *D. T.* of — of the other Part. **Whereas**, *&c.* (Recital of a Lease and Release of the Premises from *T. H.* to the said *A.* by the Name and Addition of *A. C.* of, *&c.* and a Marriage Settlement by Lease and Release from said *A. C.* to *D. T.* and *J. N.* to such and such Uses): **And whereas** at the Time of the Execution of the said herein before first recited Indentures of Lease and Release, the said *T. H.* was married to *E.* his now Wife, but no Fine was then levied of the said Premises by the said *T. H.* and *E.* his Wife, by Reason whereof it is apprehended the said *E.* Wife of the said *T. H.* may have some Claim or Pretence to Dower out of the said Premises: **And whereas** for the Barring the said *E. H.* from any Right or Title of Dower out of the said Premises, and for the better Corroborating and Confirming the Estate and Interest of the said *D. T.* and *J. N.* in and to the said Premises, to the Uses in the said last herein before recited Indenture of Release mentioned, the said *T. H.* and *E.* his Wife, as of — Term now last past, levied in due Form of Law, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, one Fine *sur Conusance de droit come ceo, &c.* with Proclamations, according to the Statute in that Behalf made and provided, unto the said *D. T.* and *J. N.* of all and singular the said Messuages, or Tenements and Premises; which said Fine was so levied of the said Premises by the Name or Names, Description or Descriptions of one Messuage, *&c.* (exactly as in the Fine), as in and by the said Fine, Relation, *&c.* **Now this Indenture witnesseth**, and all the said Parties to these Presents do hereby declare and agree, that the Intent and true Meaning of all the said Parties to these Presents at the Time of the Levying the said Fine was and still is, that the said Fine so levied as aforesaid, and all and every Fine and Fines which shall at any Time or Times hereafter be had or levied by or between the said Parties to these Presents, or any of them, or by or between any other Parties of the said Premises, or of any Part or Parcel thereof, by what Name or Names soever they are called, or shall be called in the said Fine or Fines, shall be and enure, and shall be construed, deemed and expounded to be and enure, **To the only Use** and Behoof of the said

faid D. T. and J. N. their Heirs and Assigns for ever; **In Trust nevertheless**, and to and for the Use and Behoof of the faid J. G. and A. his Wife, for and during the Term of their natural Lives and the Life of the longer Liver of them, &c. and to and for no other Use, Intent or Purpose whatsoever. **In Witness, &c.**

Of the Uses of a new Fine levied by the Conusor and Conussee of a former Fine, the Conussee in such former Fine being misnamed.

THIS Indenture Tripartite, made, &c. **Between** W. N. of — of the first Part, J. Clough of — of the second Part, and the Right Honourable C. Earl of O. &c. Executors and Trustees named in the last Will and Testament of, &c. deceased, of the third Part. **Whereas** the faid W. N. hath in Trinity Term last past before the Date hereof, together with the faid J. Clough and one J. A. joined in the Levying of a Fine to the faid C. Earl of O. &c. and their Heirs, among other Lands, of all that Messuage, &c. all which, &c. **And whereas** the faid Fine so levied by the faid W. N. and J. C. as aforesaid, was levied in order to rectify a Mistake committed in a former Fine of the faid Premises levied by the faid W. N. amongst others, in which faid Fine the faid J. Clough by Error is named J. Cliff: **And whereas** the faid C. Earl of O. &c. have purchased of the faid J. Clough the faid Messuage, &c. for the Sum of, &c. **Now this Indenture witnesseth**, and it is hereby declared, covenanted, concluded and agreed by and between the faid Parties to these Presents, and the faid J. C. and W. N. for themselves and their Heirs, do declare and agree, that the faid Fine herein before mentioned to be levied by the faid W. N. and J. Clough to the faid C. Earl of, &c. and their Heirs as aforesaid, and all and every other Fine and Fines whatsoever heretofore had and levied, or hereafter to be had and levied of the faid Premises, by and between the faid Parties to these Presents, shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only proper Use and Behoof of the faid C. Earl of O. &c. their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever. **In Witness, &c.**

Note; In this Case W. N. sold his Estate to Clough, who by a Mistake in the Fine is called Cliff; Clough now sells his Estate to C. Earl of O. and procures W. N. to join with him in a new Fine and this Declaration of the Uses.

Of the Uses of a Recovery.

AND it is hereby declared by and between all the faid Parties to these Presents, that the faid Recovery in Manner as aforesaid, or in any other Manner to be had and suffered, and the Force and Execution thereof, and all and every other Recovery or Recoveries, and other Assurances of the Premises, and every or any Part or Parts thereof had and suffered, or to be had and suffered between the Parties to these Presents, or any of them, shall from and after the Perfecting such Recovery as aforesaid be and enure, and shall be adjudged, deemed and taken to be and enure, and the same are hereby declared and agreed to be and enure, and to have been meant and intended to be and enure to the Uses, Intents and Purposes herein after mentioned and declared, and to and for no other Use or Uses, Intents or Purposes whatsoever, that is to say, **As to**, for and concerning all the faid Messuage, &c. **To the Use** of the faid J. A. his Heirs and Assigns for ever; **And as to**, for and concerning the faid — **To such Use** and Uses as the faid S. R. his Heirs and Assigns, by any Deed or Deeds to be by him executed in the Presence of two or more credible Persons, shall direct, limit or appoint; **And as to**, for and concerning all the Rest and Residue of the faid Manor, &c. herein before granted, released and confirmed, or mentioned, &c. so to be with their and every of their Appurtenances, whereof no Use subsequent to the faid intended Recovery is herein before mentioned, intended or declared, **To the Use** of the faid S. R. and S. S. their Heirs and Assigns for ever; **In Trust nevertheless** (as to the Estate of the faid S. S. and his Heirs) for the faid S. R. his Heirs and Assigns.

Of the Uses of two Common Recoveries, upon Trust to secure the Payment of a Rent-Charge.

— The faid two Common Recoveries suffered of the faid Lands in — is hereby declared to be and enure **To the Use** of the faid G. H. and W. P. W. their Executors, Admini-

Administrators and Assigns, for and during the Term of 99 Years, to commence from henceforth and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; **Nevertheless** upon the Trusts, and subject to the Provisoes herein after mentioned, expressed and declared touching and concerning the same, that is to say, **Upon Trust** for further and better securing the Payment of the said yearly Sum of 80 l. clear of all Taxes, &c. as aforesaid, during so long Time of the said Term of 99 Years as she the said E. H. shall live; and for that End and Purpose, in Case the said yearly Sum of 50 l. or any Part thereof, shall be behind and unpaid for the Space of 41 Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, altho' no Demand be thereof made, then and so often they the said G. H. and W. P. W. and the Survivor of them, and the Executor, &c. of such Survivor, shall and may from Time to Time, and at all Times, enter into and upon all or any Part or Parts of the same Hereditaments and Premises comprised in the same Term, and receive and take the Rents, Issues and Profits thereof, and thereby raise, satisfy and pay to her the said E. H. and her Assigns, all or so much of the said yearly Sum of 80 l. as shall be so behind and unpaid either before or after such Entry, together with all Costs, Charges, Damages and Expences concerning the same.

Of Trust of a Conveyance by Indentures, &c. and Fine of a Freehold Estate and Surrender, &c. of a Copyhold Estate, and a Declaration of the Uses of the Surrender.

I**D** all to whom, &c. **We** W. H. only Son and Heir of J. H. late of — deceased, C. F. of — Widow, and A. H. of — Spinster, the only Daughters and Co-heirs of N. H. late of — deceased, send Greeting. **Whereas** D. L. late of — and now of — and F. his late Wife, deceased, by their Indentures bearing Date, &c. and made between them the said D. L. and F. his Wife, of the one Part, and the said J. H. and N. H. of the other Part; and by Fine levied thereupon in the Court of Common Pleas at Westminster in or about — Term in the same Year, did convey to the said J. H. and N. H. the several Freehold Messuages, or Tenements and Lands, situate, &c. and in the said Indenture mentioned, to the Use of the said N. H. and J. H. their Heirs and Assigns for ever; and did also on or about the — Day of — surrender into the Hands of the Lord of the Manor of — divers Copyhold Messuages, &c. in the said Surrender particularly mentioned, to the Use and Behoof of V. R. of — and M. W. of — and of their Heirs and Assigns for ever, subject to a Proviso or Condition therein expressed; and the said V. R. and M. W. by their Deed or Writing by them executed, and bearing Date, &c. did declare the said Surrender was only in Trust for the said J. H. and W. H. their Heirs and Assigns: **And whereas** the said V. R. M. W. J. H. and N. H. and F. his Wife, are all since dead; and we the said W. H. C. F. and A. H. are fully satisfied that the said Conveyance of the said Freehold Premises by the said Indentures and Fine, and the said Surrender, and the said Deed or Writing of Declaration above mentioned, were so executed, levied and made as aforesaid, and were by the said D. L. and F. his Wife, J. H. and N. H. meant and intended to be only **In Trust** for the better Protecting and Defending the Estate, Right, Title and Interest of the said D. L. and F. his Wife, and of either of them, of, in and to the said Freehold and Copyhold Premises, or any of them, as Occasion might be; and that no Money or other Consideration was ever advanced or paid by the said J. H. and N. H. or either of them, for the said Conveyance and Fine of the said Freehold Premises and Surrender of the Copyhold Premises, notwithstanding any Thing therein expressed and contained: **Now know all Men**, that we the said W. H. C. F. and A. H. for and in Consideration of the Premises, hereby respectively for ourselves, and for our respective Heirs, Executors and Administrators, and every of them, acknowledge and declare, that the Names of the said J. H. and N. H. in the said Indentures and Fine, and in the said Deed or Writing of Declaration, were therein respectively used, and by the said J. H. and N. H. respectively were meant and intended, **In Trust** for the sole Use and Benefit of the said D. L. and of the said F. L. his Wife, now deceased, according to such Estates and Interest as they respectively had therein at the Time of Executing the said Conveyance, Fine, Surrender and Deed, or Writing of Declaration, immediately before the same were respectively executed and made; and that neither the Sum of — mentioned in the said Indentures and Surrender respectively, or any Part thereof, nor any other Sum of Money whatsoever, was ever paid, advanced or lent by the said J. H. and N. H. or either of them, to or for the said D. L. and F. his Wife, now deceased, or either of them, for the Consideration of the said Conveyance, Fine and Surrender, or either of them, upon any

any Security whatsoever of the said Freehold and Copyhold Premises, or any or either of them, or any Part of either of them; any Thing in the said Indentures, Fine, Surrender and Deed, or Writing of Declaration above mentioned, or any of them, in any wise notwithstanding. **In Witness, &c.**

A Declaration of Trust of a Bond touching Payment of the Interest thereof, to the separate Use of the Wife during the joint Lives of her and her Husband, and afterwards the Principal to go to the Survivor.

THIS Indenture, &c. Between A. and B. his Wife, (Daughter of R. B. of, &c.) of the one Part, and D. of, &c. of the other Part. **Whereas**, pursuant to an Arbitration and an Award made by the said D. in a Matter in Difference between the said A. and B. his Wife, and R. B. Esq; (Son and Heir and sole Executor of R. B. who was Son and Heir of the said R. B. Father of the said B.) relating to some Money to the said A. in the Right of the said B. his Wife, upon a Bond entred into by the said R. B. her Father, the said R. B. by one Obligation bearing even Date with and executed before these Presents, is and standeth bound unto the said D. his Executors and Administrators, in the penal Sum of 1000*l.* Condition for the Payment of the Sum of 500*l.* and Interest for the same after the Rate of 5*l.* per Cent. per Ann. at or on the first Day of July next ensuing the Date hereof: **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between all the Parties to these Presents, that the said Bond or Obligation so entred into by the said R. B. unto the said D. his Executors and Administrators as aforesaid, was and is **Upon this special Trust** and Confidence, **And** the said A. doth hereby agree, that the Interest and Proceed of the said Sum of 500*l.* so long as it shall remain in the Hands of the said R. B. shall be had and received by the said B. his Wife, for her sole, separate and peculiar Use, Expence and Maintenance; **And** that when the said Sum of 500*l.* shall become due according to the Condition of the same Bond or Obligation, and be paid in by the said R. B. his Heirs, Executors or Administrators, unto the said D. his Executors or Administrators, the same, or such Part thereof as shall be paid in during the joint Lives of the said A. and B. his Wife, shall be placed out upon some other good Security or Securities, either Real or Personal, or otherwise be disposed of by and to the good Liking and Approbation of the said D. his Executors or Administrators, and with the Consent of the said A. and B. to be testified by some Writing to be signed by them, to the Intent and Purpose, **And upon Trust**, that all Interest, Profit and Proceed, that shall, during the joint Lives of the said A. and B. his Wife, be made of the said Sum of 500*l.* or any Part thereof, shall be had and received by the said B. during the joint Lives of her and her said Husband, for her separate and peculiar Use, Benefit, Expence and Maintenance, exclusive of her said Husband, and wherewith he is not to intermeddle, nor is the same, or any Part thereof, to be subject or liable to his Controul, Disposition, Debts or Incumbrance: **And upon this further Trust**, after the Decease of either of them the said A. and B. his Wife, that then the said D. his Executors or Administrators, shall pay to, or else assign all Securities for the said Sum of 500*l.* or of so much thereof as shall then remain, and all Interest, Proceed and Profit thereof, unto and for the sole Benefit and Advantage of the Survivor of them the said A. and B. his Wife, and to the Executors, Administrators or Assigns of such Survivor: **And** it is hereby further agreed and declared by and between all the said Parties, that the Receipts from Time to Time to be given by the said B. for any Sum or Sums of Money to be paid for such Interest, Proceed and Profits of the said 500*l.* as aforesaid, shall (notwithstanding her present Coverture, and as if she were a Feme Sole) be good and sufficient Discharges to all Intents and Purposes whatsoever, as well to the said B. his Executors and Administrators, as also to all other Persons who by Virtue hereof shall pay the same, against the said B. his Executors or Administrators, or any Person claiming by, from or under him, them, or any of them; **And also** that the said Principal Sum of 500*l.* or any Part thereof, (unless the said A. happen to survive the said B. his Wife) shall not in any Sort be subject or liable to the Controul, Disposition, Debts or Incumbrance of the said A. but in Case he happen to survive or overlive her, then the same to be at his sole and absolute Disposal. **Provided always**, and it is hereby further mutually agreed and declared by and between all the Parties hereunto, that it shall and may be lawful to and for the said D. his Executors and Administrators, in the first Place, by and out of the Interest and Proceed that shall be made of the said Sum of 500*l.* or some Part thereof, to reimburse him and themselves all such Costs, Charges, Expences and Damages, as he or they shall pay, sustain or be put unto in the Management or Execution of the Trusts hereby in him and them reposed; **And** that he and they, or any of them,

Indemnification of the Trustee, &c.

them, shall not be answerable or accountable for any more Money, but only such as shall actually be received by him or them, or by his or their Order or Direction, nor the Loss of any of the said Trust-Monies, that may happen by Reason of the Failure of any Security, upon which the said Sum of 500*l.* or any Part, shall be placed out, so as the same be done with such Consent as aforesaid.

*Declaration of Trust for 1000*l.* secured by a Bond and Judgment.*

TO all, *Ec.* *W. P. W.* of, *Ec.* sendeth Greeting. **Whereas** by one Obligation or Writing obligatory, bearing Date, *Ec.* *H. F.* of, *Ec.* became bound unto the said *W. P. W.* in the Penal Sum of 2000*l.* of, *Ec.* with Condition under written, that if the said *H. F.* his, *Ec.* do, *Ec.* pay, *Ec.* unto the said *W. P. W.* his, *Ec.* the Sum of 1000*l.* of, *Ec.* on the 13th Day of *June* then and now next ensuing, with Interest at 5*l.* per Cent. per Ann. then the said Obligation to be void, or else to remain in Force: **And whereas** for the better Securing the Payment of the said 1000*l.* and Interest, according to the true Meaning of the said Condition of the said Obligation, the said *H. F.* by his Warrant of Attorney, bearing Date with the said Obligation, did authorise Mr. *E. L.* Mr. *J. A.* and Mr. *R. A.* Attornies of, *Ec.* or any, *Ec.* to appear for him the said *H. F.* at the Suit of the said *W. P. W.* as of *Hilary-Term* now last past, or any other subsequent Term or Terms, and confess a Judgment against him the said *H. F.* unto the said *W. P. W.* for the said Penalty of 2000*l.* Debt, besides Costs of Suit, as by the said Obligation and Condition and Warrant of Attorney may appear: **Now know ye**, that the said *W. P. W.* doth hereby acknowledge and declare, that the said Principal Sum of 100*l.* (secured by the said Obligation and Warrant of Attorney) and every Part thereof, was and is the proper Monies of *W. D.* of, *Ec.* and no Part thereof the proper Monies of the said *W. P. W.* and that the Name of the said *W. P. W.* was made Use of in the said Obligation and Warrant of Attorney, in Trust only and for the sole and only Benefit and Advantage of the said *W. D.* his Executors, Administrators and Assigns, **In Witness, &c.**

A short Declaration of Trust as to a Term of 99 Years, limited for Securing a Rent-Charge to a Feme Covert.

— **And** it is hereby agreed and declared by and between the Parties to these Presents, and the true Intent and Meaning of them and of these Presents is, that the said Term of 99 Years herein before limited in Use unto the said *A.* and *B.* their Executors, Administrators and Assigns, is and was so limited to them as aforesaid; **Upon this special Trust** and Confidence, in the first Place, for the better securing unto the said *C.* and her Assigns, the Payment of the said Annuity or yearly Rent-Charge of 350*l.* limited in Use to her for her Life as aforesaid, at the Times, and in such Manner, as is herein before mentioned for Payment thereof; **And upon this further Trust** and Confidence, that after the Decease of the said *C.* and Payment unto her, her Executors or Administrators, of the said yearly Rent or Sum of 350*l.* in Manner as aforesaid, and all Arrears thereof, and all Costs and Charges, the said *A.* and *B.* their Executors, Administrators or Assigns, or the said *C.* shall have been at or put unto, in or about Recovering and Receiving the same, then the said Term of 99 Years of and in the same Premises shall cease, determine, and be utterly void; and that in the mean Time the Overplus and Residue of the Rents, Issues and Profits of the same Premises, shall be had and received by such Person or Persons, to whom the next and immediate Reversion or Remainder of the same Premises, expectant upon the said Term of 99 Years, shall belong or appertain.

A Declaration of Trust upon a Bond, and on a Policy of Insurance for Life of the Obligor.

Whereas *A.* of, *Ec.* together with *B.* of, *Ec.* (as an Additional or further Security for and on the Behalf of the said *A.*) by their Bond or Obligation, bearing Date on or about, *Ec.* are and stand jointly and severally bound unto *C.* of, *Ec.* in the Penal Sum of 200*l.* with Condition thereunder written, that if the said *A.* and *B.* or either of them, shall and do well and truly pay unto the said *C.* the Sum of 100*l.* of, *Ec.* within, *Ec.* in Manner, *Ec.* then, *Ec.* **And whereas** by a Collateral Security for better Payment of the said Sum of 100*l.* unto the said *C.* in case the said *A.* shall happen to die before Payment thereof, and for the indemnifying the said *B.* of and from Payment of the same, and previous to the giving of the said Bond, *It was agreed*, that the Life of the said *A.* should be insured

insured in the Royal-Exchange Office, *London*; and in Pursuance of such Agreement, the Governor and Company of the said Royal-Exchange Office of Assurance, by their Instrument or Policy of Assurance, under their Common Seal bearing Date, &c. for the Consideration therein mentioned, have assured unto the said C. the Sum of 100*l.* in case the said A. shall die within one Year next after the Date thereof; the said 100*l.* to be paid to the said C. in such Manner as therein mentioned, as by, &c. **Now these Presents witness,** and it is hereby mutually covenanted, agreed and declared by and between the said A. B. and C. for themselves, and for their respective Executors and Administrators, that the said Sum of 100*l.* so secured to be paid by the said Policy as aforesaid, or so much thereof as shall become payable to and received by the said C. his Executors or Assigns, shall be by him and them retained and paid in Manner as follows, *viz.* In case the said 100*l.* secured by the said Policy, or any Part thereof, by the Death of the said A. within the said one Year shall become payable, and that Default shall happen to be made in Payment of all or any Part of the said Sum of 100*l.* so secured to be paid by quarterly Payments to the said C. by the said recited Bond as aforesaid; then and in such Case the said Sum of 100*l.* or so much thereof, as is secured by the said Policy, and which shall be received by him the said C. his Executors, &c. shall and may be by him and them deducted and retained to and for his and their own Use and Benefit in Discharge or Satisfaction of all or so much of the said Sum of 100*l.* secured by the said Bond, as shall not have been to him or them paid and discharged thereof; and that then and in such Case, the Residue of the same 100*l.* to be received by Virtue of the said Policy, shall be by the said C. his Executors, &c. paid unto the said B. his Executors, &c. in Discharge of all such Monies as shall have been by them the said A. and B. or either of them, paid towards a Discharge of the said Bond; any Thing, &c. and to and for, &c. **In Witness, &c.**

A short Declaration of a Trust of a Statute.

Whereas C. S. of, &c. and J. S. of, &c. Have on the Day of the Date hereof, acknowledged one Recognisance in the Nature of a Statute-Staple to me J. C. of, &c. for the Sum of 1000*l.* Defeasance for the Payment of the Sum of 500*l.* in Manner as therein mentioned; **Now** I the said J. C. **Do** hereby acknowledge that my Name is used therein, in Trust for J. S. of, &c. and that the Monies secured thereby, is the proper Monies of the said J. S. **As Witness** my Hand this — Day of, &c.

Of Trust of an Assignment of a Statute-Staple.

THIS Indenture, &c. Between E. S. of — J. B. of — and T. B. of — and W. B. of — and P. J. of — and J. C. of — Executor, &c. of T. S. of the other Part. **Whereas,** &c. (*Recital of the Assignment of the Statute Staple*): **Now this Indenture witnesseth,** and it is declared and agreed by and between all the said Parties to these Presents, and the said E. S. J. B. T. B. and W. B. do hereby severally and respectively testify, declare and agree, that the Names of them the said E. S. J. B. T. B. and W. B. were and are only used in the said recited Indentures of Assignment, at the Request and for the only Benefit and Behoof of the said P. J. and the said T. S. deceased, their Executors, Administrators and Assigns; **And** that the said several Sums of — and — mentioned in the said Indenture of Assignment, were the proper Monies of the said P. J. and the said T. S. deceased, or one of them, and no Part thereof was or is the proper Monies of the said E. S. and J. B. T. B. and W. B. or any of them. **In Witness, &c.**

Declaration, that a Judgment obtained shall not be extended upon Lands purchased.

THIS Indenture Tripartite made, &c. Between G. B. of, &c. of the first Part, Sir J. H. of, &c. Bart. of the second Part, and the Right Honourable T. Earl of T. of the third Part. **Whereas** the said G. B. in the Term of St. Hilary, which was Judgment. in the, &c. did obtain a Judgment in the Court of Common Pleas at *Westminster*, against the said Sir J. H. for the Sum of 3000*l.* Debt, besides Costs of Suit, as by the Records of the said Court may appear; **Which** Judgment by Indenture, bearing Date the — Day Defeasance. of, &c. is defeasanced for the Payment of the Sum of 1500*l.* and Interest of, &c. by the said Sir J. H. to the said G. B. on the several Days and Times, and in such Manner as in the said Indenture mentioned, and long since past; **Which** Judgment doth still remain in full

full Force, and is not satisfied or discharged : **And whereas** the said Sir J. H. by Indentures of Lease and Release, the Lease bearing Date the Day next before, and the Release being *Tripartite*, and bearing even Date herewith, and made between, &c. for the Consideration therein mentioned, and by a Fine therein covenanted and intended to be levied, hath sold and conveyed unto and to the Use of the said Earl of T. and his Heirs, *The Manors of, &c. situate, &c. and also all those several Messuages, &c. situate, &c. and as the same are now in the Occupation of, &c. as by, &c.* **Now this Indenture witnesseth,** and the said G. B. for himself, his Heirs, Executors and Administrators (at the Desire and Request of the said Sir J. H. testified, &c.) doth covenant and agree to and with the said Earl of T. his Heirs and Assigns, by these Presents, that the said Manors, Lands, Hereditaments and Premises so purchased by the said Earl of T. as aforesaid, or any Part thereof, shall not at any Time hereafter be extended upon the said Judgment, and that the said Earl, his Heirs or Assigns, shall not at any Time hereafter be molested or disturbed in the Injoyment of the same by Virtue or Means of the said recited Judgment, or of any *Elegit* or Execution to be sued out thereupon : **Provided nevertheless,** that nothing in these Presents shall be construed or taken to be any Discharge of the said Judgment, or of the Debt thereby recovered and secured, or to be any Hindrance or Obstruction as to any Proceedings upon the said Judgment against the said Sir J. H. his Heirs, Executors or Administrators, or against any of the Lands, Tenements or Hereditaments of the said Sir J. H. (other than the said Manors, Lands and Hereditaments so purchased by the said Earl as aforesaid ; **And** it is hereby agreed and declared by and between all the Parties hereunto, that until the said Judgment shall be satisfied and vacated, the same shall next after the Securing the said Debt to the said G. B. by and out of the other Estate of the said J. H. continue and be for Securing and Indemnifying the said Manors, Messuages, Lands and Hereditaments so purchased by the said Earl as aforesaid, from and against any Incumbrances made or done by the said Sir J. H. which may affect the same. **In Witness,** &c.

Of Trust of a Bond and Indenture of Mortgage.

I**D** all, &c. **Whereas,** &c. (*recite the Bond and the Mortgage*) : **Now know ye,** that the said E. F. doth hereby acknowledge, testify and declare, that the said Sum of — so secured by the said Bond and Indenture was not the proper Money of him the said E. F. but that the same was and is the proper Money of R. W. of — and that his the said E. F.'s Name in the said Bond and Indenture, was used only in Trust for the said R. W. his Executors and Administrators ; **And further,** that the said E. F. at the Request, Costs and Charges of the said R. W. his Executors, Administrators or Assigns, shall and will assign the said Premises, as the said R. W. his Executors, Administrators or Assigns shall direct or appoint. **In Witness,** &c.

Of Trust by the Assignee of a Mortgage, to the Representative of a Person deceased, who is intitled to the Mortgage Money.

I**D** all, &c. J. D. of — sends Greeting. **Whereas** J. W. of — about — did lend to C. W. afterwards Sir C. W. Bart. the Sum of 5000*l.* and for Securing thereof, by Indenture dated, &c. (*Reciting a Mortgage to A. N. and J. H. nominal Trustees for the said J. W.*) **And whereas** the said A. N. survived the said J. H. and the said A. N. made his last Will and Testament, and appointed P. J. his Executor, in Trust for the Right Honourable the Earl of B. **And whereas** W. W. of — as Representative of the said J. W. his Father, who has been long dead, became legally intitled to the said 5000*l.* and Interest : **And whereas** by Indenture *Quadripartite*, dated, &c. and made between the said W. W. of the first Part, the said J. Earl of B. and P. J. of the second Part, W. D. and R. S. Trustees of the Real Estate of D. W. who was Devisee of the said C. W. afterwards Sir C. W. Bart. deceased, of the third Part, and the said J. D. of the fourth Part, for the Consideration therein mentioned, and by the Direction therein expressed, the said P. J. Did assign to the said J. D. the — demised by the said Indenture of the — Day of — *To hold* to the said J. D. for the Residue of the said Term of — *Subject* to the Redemption of the said W. D. and R. S. on Payment of 5000*l.* and Interest : **Now know ye,** that the said J. D. doth hereby acknowledge, testify and declare, that his Name was used in the said recited Indenture *Quadripartite*, in Trust for Securing the said Sum of 5000*l.* due to the said J. W. lent in the Name of the said A. N. and J. H. as aforesaid, and now belonging to the said W. W. as Representative of his Father J. W. **And further,** that the Name of the said J. D. in the said recited Indenture of Assignment

Assignment shall stand and be in Trust for the said *W. W.* or as he shall appoint. In Witness, &c.

Of Trust of a Mortgage, and an Assignment of the said Mortgage by the Trustee.

(By Indorsement.)

ID all, &c. the within named *J. C.* sends Greeting. **Whereas** the within mentioned Sum of — was the proper Money of the within named *H. W.* **Now know ye**, that the said *J. C.* doth hereby acknowledge, testify and declare, that his the said *J. C.*'s Name was used in the within written Indenture in Trust only for the said *H. W.* his Executors, Administrators and Assigns; **And know ye further**, that the said *J. C.* in Performance and Execution of the Trust in him reposed, and for and in Consideration of the Sum of 5 s. of, &c. to him the said *J. C.* in Hand paid by the said *H. W.* the Receipt whereof is hereby acknowledged, he the said *J. C.* hath bargained, sold, assigned and set over, and by, &c. unto the said *H. W.* his Executors, &c. all and singular the within mentioned — in and by the within written Indenture to him assigned for the Residue of the within mentioned Term of 2000 Years, and all other Terms and Estates whatsoever to him the said *H. W.* granted by the said Indenture, and all the Estate, &c. **To have and to hold** the said — unto the said *H. W.* his Executors, &c. from henceforth, for and during all the Rest, Residue and Remainder of the within mentioned Term of 2000 Years now to come, and for all other Terms and Estates to the said *J. C.* assigned by the within written Indenture, **Subject nevertheless** to the Redemption of the within named *S. E. W. D.* his Heirs, Executors, Administrators or Assigns on Payment of 7000*l.* and Interest; **And**, &c. (Covenant that the Assignor has done no Act to incumber the Premises, Vide Tit. Covenants.) In Witness, &c.

Declaration of Trust by Deed Poll, whereby Mortgagee in a Mortgage of even Date declared the Money secured to be in Trust for her Son, in Pursuance of a Decree. (a)

ID all Persons, &c. *E. D.* of, &c. (Widow, Relict and Administratrix of the Goods and Chattels of her late Husband, *R. D.* late of, &c. deceased) sendeth Greeting. **Whereas** by a Decree or Decretal Order made and pronounced in the High Court of Chancery, on the seventh Day of *March* now last past, in a certain Cause there depending, between *R. A.* Widow, Plaintiff, and the said *E. D.* and *W. D.* (an Infant, by his Guardian *T. C.* Doctor in Divinity *et al.*) Defendants; **And also** in certain Cross Causes therein mentioned, in one whereof the said *E. D.* was Plaintiff, and the said *R. A. et al.* Defendants, and the other between the said *W. D.* (by his said Guardian) Plaintiff, and the said *E. D. et al.* Defendants; whereby (after Reciting or Setting forth as therein mentioned,) it was (amongst other Things) **Ordered** and decreed, that the Personal Estate late of the said *R. D.* (after his Debts paid, and the Surplus of the Estate of *W. R.* deceased) in the said Decree named, (and to whom the said *R. D.* was Executor and Residuary Legatee thereof, as in the said Decree mentioned) should be put out at Interest on good Government, or other Securities, to be approved of by *J. B.* Esq; (one of the Masters of the said Court, to whom the said Causes stood referred, as therein also mentioned) in the Name of the said *E. D.* for the Benefit of the Plaintiff *W. D.* the Infant; **And** that the said *E. D.* should declare the Trust thereof, subject to the Order of the said Court, and that when the said Plaintiff *W. D.* should attain his Age of 21 Years, he was to be at Liberty to apply to the said Court to have what was coming to, and the same to be transferred to him: **And whereas** the said Master, by his Report made in the said Cause the 20th Day of this Instant *June*, hath thereby certified that the Surplus of the said Testator's Personal Estate, (after all Debts and Legacies paid) amounted to the Sum of —: **And whereas** by Indenture of Demise by Way of Mortgage already prepared and intended to bear even Date with, and to be executed immediately before the Executing of these Presents, and made between the Most Noble *J.* Duke of *M.* and the Right Honourable *J.* Earl of *W.* of the one Part, and the said *E. D.* of other Part, (therein Reciting (amongst other Things) the herein before recited Decree and Master's Report, and that the said *E. D.* by her Deed Poll, bearing even Date therewith (being this present Deed Poll) was in Pursuance of the said Decree, to acknowledge and declare, that the Sum of 10000*l.* therein and herein after mentioned, and the Security thereby intended to be made for Payment thereof, and Interest for the

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B h

same,

(a) Note: This Deed to be lodged in the Master's Hands.

same, was to be in Trust, and for the only Use and Benefit of the said *W. D.* her Son); *It is by the said Indenture witnessed*, that in Obedience to the said Decree, and in Consideration of the said Sum of — to the said Duke paid by the said *E. D.* (being therein mentioned to be Part of the said Sum of — Surplus Monies, so reported to belong to the said Testator's Estate as aforesaid) and for 10 s. paid to the said *J. Earl of W.* by the said *E. D.* he the said Duke of *M.* and (by his Direction testified as therein mentioned) the said *J. Earl of W.* and each of them *Have* or thereby intend to grant and demise unto the said *E. D.* her Executors Administrators, and Assigns, *All* those the Manors of, &c. (except as therein excepted); *To hold* unto the said *E. D.* her, &c. from the Day next before the Day of the Date thereof, for and during the Term of 1000 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste, *At* and under the yearly Rent of one Pepper-Corn, *Subject nevertheless* to a *Proviso* in the said Indenture contained for making void thereof on Payment by the said Duke of *M.* his, &c. unto the said *E. D.* her, &c. (*In Trust nevertheless* for the said *W. D.* his, &c.) of the Sum of 10000 *l.* at the Place on the several Days and in Manner as therein mentioned, *As* in and by the said in Part recited Decree, Report and Indenture of Mortgage, Relation being to them respectively had may appear: **Now know ye, and these Presents witness**, and she the said *E. D.* for herself, her Heirs, Executors, Administrators and Assigns (in Pursuance of and in Obedience to the Trust reposed in her by the said in Part recited Decree) **Doth** hereby confess, acknowledge and declare in Manner as follows (that is to say) that the said principal Sum of 10000 *l.* so placed out, and secured by the said recited Indenture of Release, of Demise or Mortgage, intended to bear even Date herewith, and the Interest thereby secured, was not nor is the proper Monies of her the said *E. D.* but was and is the proper Monies of the said *W. D.* the Infant, and that the same is Part of the said Sum of — by the said Master's Report certified to be the Surplus of the said Testator *R. D.*'s personal Estate after his Debts and Legacies paid as aforesaid; **And** that the Name of her the said *E. D.* used **As well** in the said recited Indenture of Demise or Mortgage, was and is so used **In Trust**, and for the only Use and Benefit of the said *W. D.* his Executors and Administrators, according to the true Intent and Meaning of the said Decree, and to and for no other Use, Trust, Intent or Purpose whatsoever. **In Witness** whereof the said *E. D.* hath hereunto set, &c.

Of Trust in a Conveyance by Lease and Release, with Directions for inserting proper Covenants.

THIS Indenture, made, &c. **Between** *R. D.* of — of the one Part, and *E. O.* of — of the other Part. **Whereas** by Indenture of Release *Tripartite*, bearing even Date with these Presents, and made or mentioned to be made *between M. P.* of the first Part, the said *E. O.* of the second Part, and the said *R. D.* of the third Part, in Consideration of the Sum of, &c. to the said *M. P.* by the said *R. D.* in Hand paid, the said *E. O.* by the Consent and Direction of the said *M. P.* together with the said *M. P.* did grant, &c. unto the said *R. D.* &c. (*Reciting the Release to R. D.*) Relation, &c. **Now this Indenture** Witnesseth, that the said *R. D.* **Doth** hereby confess, acknowledge, and declare that the said recited Indentures of Lease and Release was and were, and is and are made to and in the Name of the said *R. D.* in Trust to and for the sole Use of the said *E. O.* his Heirs and Assigns for ever; and that the said Sum of — in the said Indenture of Release mentioned to be the Consideration of the said Purchase, was the only proper Monies of the said *E. O.* *And* in Performance of the Trust in him reposed as aforesaid, he the said *R. D.* for himself, his Executors and Administrators, doth covenant, (*to convey the Premises to E. O. free from Incumbrances, &c. by R. D. And add a Covenant from E. O. to indemnify R. D. from all Costs, &c. by reason of the said Estate in Trust for E. O.*) (Vid. Tit. **Covenants.**) **In Witness**, &c.

That a Man's Name is used in Trust in a Bond.

WHEREAS in and by one Obligation, bearing even Date with these Presents, *G. H.* of — standeth bound to *J. K.* of — in the Sum of — of, &c. conditioned for the Payment of — with Interest for the same on — next ensuing, as thereby may appear: **Now know all Men** by these Presents, that the said *J. K.* doth hereby acknowledge and declare that the said Sum of — lent upon the said Obligation, was all the proper Money of *L. M.* of — and that his the said *J. K.*'s Name is used in the said Obligation only in Trust for the Benefit of him the said *L. M.* **In Witness**, &c.

The like, with a Power to receive the Money, and a Covenant that neither the Obligation nor the said Power shall be made void by the Obligee.

I**D** all People to whom these Presents shall come, I *A. B.* of — send Greeting. **Whereas** *C. D.* of — stands bound unto me the said *A. B.* in and by one Bond or Obligation, bearing Date, &c. in the Sum of, &c. conditioned for the Payment of — with Interest at or upon the — Day of — next ensuing the Date of the said recited Obligation, as by the same Obligation and Condition thereof may more fully appear: **Now know ye**, that I the said *A. B.* do hereby acknowledge and declare, that the said Obligation was so taken in my Name, only upon Trust for the sole proper Use, Behoof and Benefit of *E. F.* of — his Executors and Administrators; and that the said Sum of — so secured by the same Obligation, was the proper Monies of him the said *E. F.* **And** I the said *A. B.* for the Consideration aforesaid, do by these Presents make, constitute and appoint him the said *E. F.* my true and lawful Attorney, &c. **And lastly**, I the said *A. B.* do hereby for myself, &c. covenant, &c. *(That no Act is or shall be done to discharge the Bond, or the Power for receiving the same. Vid. Tit. Covenants.)* **In Witness**, &c.

A Declaration of Trust, by Trustees and Guardian to an Infant, of Lands purchased by them with the Money of the Infant.

I**D** all Persons, &c. *A.* of, &c. and *B.* of, &c. send Greeting. **Whereas** we the said *A.* and *B.* by certain Indentures of Lease and Release bearing Date, &c. and made between *J. B.* of, &c. of the one Part, and We the said *A.* and *B.* of the other Part, for the Consideration of the Sum of 170*l.* in the said Indenture of Release mentioned to be paid by us to the said *J. B.* he the said *J. B.* hath granted and released unto and to the Use of us the said *A.* and *B.* and our Heirs, all that, &c. as by the said Indentures of Lease and Release, &c. **Now know ye**, that we the said *A.* and *B.* do hereby acknowledge and declare, that we, as Guardian and Trustees of — being well satisfied that the Purchasing of the said Lands and Premises, by reason of their Situation, would be very advantageous to the said — and an Improvement of his Estate, were advised to make the said Purchase; and we do hereby further declare, that the same was made with the proper Monies of the said — and that the said Lands and Premises were so purchased in Trust for the said — his Heirs and Assigns, if he or they, when capable of so doing, shall accept a Conveyance thereof; and we the said *A.* and *B.* our Heirs, Executors and Administrators, being allowed the purchase Monies with other Charges by us paid by reason of the same, upon our Account, for the Profits of the Estate of the said — **And** we the said *A.* and *B.* do hereby further declare and mutually agree, that no Benefit of Survivorship, by Virtue of the said Conveyance so made, as aforesaid, to us and our Heirs by the said *J. B.* shall be had or taken by us or either of us. No Benefit of Survivorship.

A Declaration of Infant's Monies laid out by Trustees, upon an Assignment of a Mortgage.

KNOW all Persons by these Presents, that **Whereas** by certain Indentures *Tripartite*, bearing even Date with and executed before these Presents, and made or mentioned, &c. between, &c. *(Reciting the Mortgage made to A. &c.)* the said *A.* (in Consideration of the Sum of 500*l.* to her mentioned to be paid by the said *B.* and *C.*) did assign unto the said *B.* and *C.* the said Messuage, &c. *To hold* to the said *B.* and *C.* their Executors, &c. for the Residue of the said Term of 500 Years, *Redeemable nevertheless* upon Payment of the said Sum of 500*l.* and Interest in such Manner as therein mentioned: **Now know ye**, and the said *B.* and *C.* do and each of them doth hereby declare, that they have not, nor are to have any Interest in or Benefit by the Security made to them as aforesaid, or of any the Monies thereby secured, and that their Names are therein used only in Trust; and that the said Monies thereby secured is not the Monies of them, or either of them; but that 300*l.* Part of the said Sum of 500*l.* is the proper Monies of *J. M.* and *A.* three of the Daughters of *T. W.* late of, &c. deceased; and that the other 200*l.* Residue of the said Sum of 500*l.* is the proper Monies of — &c. as Trustees by the last Will and Testament of the said *T. W.* and subject to the Trusts therein contained. **In Witness**, &c.

A. De-

A Declaration touching two Purchases made in Trust, &c.

A. purchased Lands of B. and B. conveys to C. and D. to such Uses and Estates as they by Deed should declare and appoint; and they by this Deed limit and appoint Premises to the Use of A. the Purchaser and his Heirs.

I*D* all Persons, &c. D. of, &c. and C. of, &c. send greeting. **Whereas** B. and G. his Wife, by Indenture of, &c. dated, &c. and by other good Assurances in Law duly executed, *Have* granted, released and conveyed all those Messuages, &c. situate, &c. (which are more particularly mentioned and expressed in the said Indentures of Lease and Release) and which were formerly conveyed to him the said B. and his Heirs, by the Lady A. H. since deceased, and the Reversion, &c. unto them the said D. and C. their Heirs and Assigns for ever; *To the Use* of such Person and Persons, and for such Estate and Estates, as they the said D. and C. by any Deed or Writing under their Hands and Seals executed in the Presence of two or more credible Witnesses, should declare, limit and appoint the same Premises; (*Recite another Conveyance to the said D. and C. from E. another Man and his Wife, of other Premises, &c.*) **And whereas** the Names of them the said D. and C. in the said several Conveyances and Assurances of the said respective Messuages and Hereditaments in ———— afore said, so purchased by them the said D. and C. as afore said, were only used by the Nomination of A. of, &c. Serjeant at Law, and in Trust for him and his Heirs; and the respective Sums of Monies paid for the Purchase of the said several Messuages and Premises were the proper Money of the said A. and by him truly paid: **Now know ye, and witness these Presents**, that they the said D. and C. (in Discharge of the Trust so reposed in them as afore said, and for 5*s.* &c. and for other Considerations, &c.) by this their Deed in Writing under their Hands and Seals, sealed and delivered in the Presence of three credible Witnesses, whose Names are indorsed to the Sealing and Delivery hereof, *Have* (in Part of Performance of the Trusts herein before mentioned to be in them reposed and declared) and by these Presents **Do**, and each of them **Doth**, for themselves and for their Heirs and Assigns, declare, limit and appoint the Use and Uses, Estate and Estates of all and singular the said several Messuages, Lands, Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, situate, &c. and so purchased as afore said, whereof or wherein they or either of them the said D. and C. have or hath any Estate, Right, Title or Interest, by, from or under the said B. and E. by the said several Indentures, Fines, or otherwise howsoever, shall be and enure, and shall from henceforth be adjudged, deemed, construed and taken to be and to enure **To the** only proper Use and Behoof of the said A. his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **In Witness** whereof the said D. and C. have, &c.

Declaration of Trust as to Bidding of a Purchaser before a Master in the High Court of Chancery.

I*D* all Persons, &c. T. H. of, &c. sendeth Greeting. **Whereas** by an Order of the High Court of Chancery, made by the Right Honourable the Master of the Rolls, at the Rolls on the 16th Day of June now last past, in a certain Cause then and there now depending, wherein J. E. is Plaintiff, and W. E. P. E. and others therein named, are Defendants, **Upon** a Motion then made to the said Court by Mr. M. of Counsel for the Plaintiff and Defendants, **It was** (amongst other Things) *Alledged*, that by the Order made on the hearing of the said Cause, *It was ordered*, that the Estate in Question (being several Messuages, &c. situate, &c.) should be sold with their Approbation, or Mr. E. one of the Masters of the said Court, to the best Purchaser that could be got for the same, for Payment of the Debts and Legacies of T. R. deceased; and the Residue, after the Payment of the said Debts and Legacies, was to be applied for the Benefit of the Plaintiff and the Defendants; and that the said Estate having been advertised to be sold, Mr. F. A. on the 14th Day of May then last, was reported the best Purchaser thereof at the Price of 3850*l.* and that the said Mr. A. had obtained an Order for Service of the Order for confirming the said Report, unless the Parties, upon Notice to their Clerk in Court, should shew Cause to the contrary; and that the said Parties had procured a further Purchaser who would give 150*l.* more for that Estate; and therefore it was prayed that it might be referred back to the said Master to consider of a better Purchaser for the said Estate; whereupon and upon hearing of Mr. S. of Counsel for the said Mr. A. and of what was alledged on both Sides, and

and the said *T. H.* then present in Court offering to give 4000 *l.* for the said Estate upon having a good Title made to him thereof, and to make a Deposit of 500 *l.* in Case he be confirmed the best Purchaser thereof, *It was ordered*, (amongst other Things) That it be referred to the said Master to allow of a better Purchase for the said Estate, and that the said *Mr. H.* in Case he be reported and confirmed the best Purchaser thereof, do pay into the Bank, with the Privy of the Accomptant General of the said Court, the Sum of 500 *l.* in Part of his Purchase Money, which was to be placed to the Credit of the said Cause, subject to the further Order of the said Court: **And whereas** the said Master *E.* by his Report made concerning the Estate and Premises to be sold, did hereby certify, that *Mr. H.* in the said Order named, had on the 27th of the said *June* — before him the said Master, bid the Sum of 4000 *l.* for the Purchase of the said Estate, upon his having a good Title made to him thereof, free from all Incumbrances, and to have the Rents of the said Estate from *Lady-day* last, in Manner as in the said Report is mentioned and set forth; and that the said Sum being the most Money that had been bid for the same, he the said Master did allow of the said *S. H.* to be the best Purchaser of the said Estate; **Which** said Report, by a subsequent Order of the said Court made in the said Cause on the 18th of this Instant *October*, is confirmed and made absolute, unless good Cause shewn to the said Court to the contrary, within the Time and in Manner as therein mentioned; as by the said recited Order and Report, Relation, &c. **Now know ye, and these Presents witness**, and the said *T. H.* for himself, his Heirs, Executors and Administrators, **Doth** hereby covenant, promise, declare and agree, to and with *S. B.* of, &c. his Executors, Administrators and Assigns, in Manner as follows, (that is to say), He the said *T. H.* **Doth** hereby confess, acknowledge and declare, that at his Name so made use of in the said Court of Chancery, in bidding 4000 *l.* for the Purchase of the said Estate and Premises, was and is when so paid, the proper Monies of him the said *S. B.* and not of him the said *T. H.* **And** that the Name of him the said *T. H.* was made use of **As well** in the said several Orders and Master's Report, as to his being the best Purchaser for the said Premises, and in all other subsequent Orders and Proceedings of or in the said Court of Chancery touching or concerning the same; **As also** in all and every the Purchase Deeds of the said Premises, and in all other subsequent Deeds, Assignments and Conveyances touching or relating to the Conveying and Assigning of the said purchased Premises, or any Part thereof, is, are and shall be so made use of; **In Trust**, and for the only Use and Benefit of the said *S. B.* his Executors, Administrators and Assigns, and not for the Use or Benefit of the said *T. H.* his Executors or Administrators. **And lastly**, that he the said *T. H.* his Executors and Administrators, (being first paid all his Costs and Charges, (if any) and also indemnified touching his Name being made use of upon or in the Trusts aforesaid, from all Costs and Damages touching the same (if any such shall happen) by the said *S. B.* his Heirs, Executors or Assigns) shall and will at any Time or Times, upon the Request, and at the Request, and at the proper Costs and Charges of the said *S. B.* his Executors, Administrators and Assigns, well and sufficiently convey, assign and assure all the Estate, Right, Term or Terms of Years and Interest of him the said *T. H.* his Executors and Administrators, of, in and to the said purchased Premises so to be conveyed or assigned, to or in Trust for him or them, as aforesaid, unto the said *S. B.* his Executors, Administrators and Assigns, or to such other Person or Persons, Uses, Trusts, Intents and Purposes, as he or they shall at any Time or Times direct or appoint; any Thing to the contrary thereof notwithstanding. **In Witness, &c.**

Deed to declare Articles to be an Escrow.

TO all Persons, &c. **We** whose Names and Seals are hereunto set and subscribed, send Greeting. **Whereas** we have signed and sealed certain Articles of Agreement, bearing even Date with, and executed immediately before these Presents, and made or mentioned to be made between — of the one Part, and — of the other Part, to, for and upon the several Intents and Purposes therein mentioned and expressed, as by, &c. Relation, &c. **Now know ye**, that it was expressly agreed and declared by and between all and every the said Parties to the said Articles, that at the Time of our respective Signing and Sealing of the said Articles, that it was and is our true Intent and Meaning, that the same were and should remain and be only as an Escrow, and not our Deed to bind or oblige us, any or either of us, or our or any of our respective Heirs, Executors or Administrators, until such Time as we, our Heirs, Executors or Administrators, shall think fit to cancel this present Deed or Writing; any Thing in the said Articles contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

Declaration as to two Judgments, being a Collateral Security for Payment of several Sums of Money in a Deed, &c.

THIS Indenture, &c. **Between** H. C. of, &c. of the one Part, and J. D. of, &c. Eldest Son and Heir of W. D. the Elder, late of, &c. Esq; deceased, by E. his Wife, and also Administrator of the Goods and Chattels, Rights and Credits of the said W. D. of the other Part. **Whereas** the said H. C. did, in or about H. Term now last past, obtain and recover a Judgment against the said J. D. in his Majesty's Court of K. B. at Westminster, as Administrator to his late Father the said W. D. for the Sum of 2000*l.* besides Costs of Suit: **And whereas** the said H. C. did also in or about T. Term now last past, obtain and recover another Judgment against him the said J. D. in his said Majesty's Court of K. B. at Westminster, as Heir at Law to the said W. D. for the Sum of 1600*l.* besides Cost of Suit; as by the Records of the said two Judgments remaining in the said Court, (Relation being to them respectively had) more at large may appear: **And whereas** by Indenture *Quinquепartite* of Release, bearing Date, &c. and made between the said E. D. Mother of the said J. D. by such other her Addition and Description as therein mentioned, of the first Part, the said J. D. of the second Part, E. D. W. D. T. D. C. D. M. D. E. D. S. D. and A. D. (the eight Younger Children of the said W. D. by the said E. his Wife) of the third Part, the said H. C. of the fourth Part, and C. D. of the fifth Part, whereby, after reciting as therein is recited, and for the Considerations, Intents and Purposes therein mentioned, he the said J. D. did grant, release and confirm unto the said H. C. and his Heirs, *All* that Freehold Messuage, &c. *To*, for and upon the several Uses, Trusts, Intents and Purposes therein mentioned and expressed; and amongst other Uses, *To* the Use of the said C. D. his Executors, Administrators and Assigns, for and during the Term of 500 Years, to be computed from the Date of the said Indenture of Release, without Impeachment of Waste, **Upon Trust** that he the said C. D. his Executors, Administrators and Assigns should, as soon as conveniently might be after the Death of the said E. D. the Mother, or in her Life-time, if he the said J. D. should so think fit, and signify his Consent in Writing, and to be attested as therein mentioned, but not otherwise, by the several Ways and Means therein expressed, raise and pay to each of them the said eight Younger Children of the said W. D. the Father, by the said E. his Wife, as should be living at the Time of the Death of the same E. the Sum of 200*l.* the same to be paid to the proper Hands of them the said eight Younger Children respectively, as should be then living within six Kalendar Months next after the Decease of the said E. D. the Mother, together with Interest for the same several Sums so payable from the Time of the Death of the said E. their Mother to the Time of Payment thereof after the Rate of 5*l.* *per Cent. per Ann.* in which said Indenture of Release there is contained a Proviso to the Effect as follows, *viz.* Then in Case he the said J. D. his Heirs, Executors or Administrators, should at any Time before the Death of the said E. his Mother think fit to advance and pay to all or any of the said eight Younger Brothers and Sisters, any Part of the said several Sums of 200*l.* a-piece, so hereby secured to be paid to them respectively in Manner as aforesaid, then and in such Case all and every such Sum and Sums of Money, so by him the said J. D. his Heirs, Executors or Administrators, advanced and paid, or in any other Manner to be by him or them paid, to or for the Use of all or any of his said eight Younger Brothers and Sisters, as aforesaid, should be deemed and taken, and be by them accepted as and for Part of the said several Sums of 200*l.* a-piece thereby secured, and so made payable to them respectively as aforesaid; any Thing, &c. as in and by, &c. **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between the Parties to these Presents, that the said two recited Judgments so recovered and obtained against the said J. D. by the said H. C. in Manner as aforesaid, were by him the said H. C. so obtained and recovered against the said J. D. to this Intent and Purpose only, and for a further and collateral Security for the better securing Payment of the said several Sums of 200*l.* a-piece, so payable as aforesaid, to all and every the eight Younger Children of the said J. D. as shall be living at the Time of the Decease of their Mother the said E. D. within six Months after her Death, together with such Interest for the same from the Time of her Death, after the Rate aforesaid, until Payment thereof, according to the true Intent and Meaning of the same Indenture; **Subject nevertheless** to the aforesaid Proviso in the said recited Indenture contained touching his the said J. D. his Heirs, Executors or Administrators, advancing and paying before his Mother's Death the said Sum of 200*l.* a-piece, or any Part thereof, to or for the Use of all or any of his said eight Younger Brothers and Sisters, in such Manner as herein before mentioned, expressed and declared

of and concerning the same: **And** he the said *H. C.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree, to and with the said *J. D.* his Heirs, Executors and Assigns, by these Presents, in Manner as follows, (that is to say) That he the said *H. C.* his Heirs, Executors, Administrators or Assigns, or any of them, shall not, nor will take or sue out, or cause to be taken and sued out, any Writ or Writs of Execution, or other Process whatsoever, nor take any other Advantage whatsoever or howsoever against him the said *J. D.* his Heirs, Executors or Administrators, or against his, their, any or either of their Goods, Chattels, Lands or Tenements, upon or by Virtue of the said several recited Judgments, or either of them, so by him the said *H. C.* recovered against the said *J. D.* in Manner as aforesaid, until from and after such Time as he the said *J. D.* his Heirs, Executors or Administrators, shall make some Default or Failure in Payment of the said several Sums of 200 *l.* a-piece, so to be paid after the said Mother's Death to his said eight Younger Brothers and Sisters as shall be then living, and payable to them respectively, in Manner, and according to the true Intent and Meaning of the said recited Indenture, and of these Presents; **Subject nevertheless** to the Proviso herein before mentioned touching and concerning the same. **And lastly**, that from and after Payment or Satisfaction made by the said *J. D.* his Heirs, Executors or Administrators, of the said Sum of 200 *l.* a-piece to each of the eight Younger Brothers and Sisters of the said *J. D.* as shall be living at the Time of their said Mother's Death, with Interest for the same in Manner as aforesaid, then he the said *H. C.* his Heirs, Executors, Administrators or Assigns, at the Request, Costs and Charges of the said *J. D.* his Heirs, Executors or Administrators, or any of them, shall and will acknowledge Satisfaction upon the Record of the said several Judgments, or do any other lawful Act to vacate the same, as by him or them, or his or their Counsel learned in the Law, shall in that Behalf be reasonably advised or required. **In Witness, &c.**

That several Securities were for one and the same Debt.

Whereas *J. G.* did take up and borrow of *B. P.* of — the Sum of — and for securing thereof assigned to the said *B. P.* certain Farms, &c. in — for the Residue of a Term of — Years: **And whereas** for the better securing the said Sum of — the most noble — Duke of — became bound to the said *B. P.* in the penal Sum of — for the Payment of — and Interest, on the — next ensuing the Date hereof: **Now know all** by these Presents, that the said *B. P.* doth hereby acknowledge and declare, that the said Bond, and the said Assignment of the said Term of — Years, were both given for securing the Sum of — and Interest to the said *B. P.* and for no greater or other Sum. **In Witness, &c.**

Of Trust, that a Vendor of Lands should receive Rents in Arrear at the Time of the Sale.

THIS Indenture, made, &c. **Between** *S. F.* of — *N. F.* of — and *C. B.* of — of the one Part, and *H. N.* of — of the other Part. **Whereas** the said *H. N.* in Pursuance and Performance of certain Articles of Agreement, bearing Date, &c. made between the said *H. N.* of the one Part, and the said *S. F.* &c. of the other Part, hath by several Deeds and Conveyances granted and conveyed unto the said *S. F.* &c. their Heirs, &c. several Manors, &c. to and for the several Uses, Intents and Purposes, in and by the said Deeds and Conveyances mentioned, expressed and declared, as in and by the said Deeds and Conveyances more at large may appear: **Now this Indenture witnesseth**, and it is hereby declared and agreed by and between all and every the Parties to these Presents, that for and notwithstanding the said Deeds and Conveyances, or any Covenant, Clause, Article, Matter or Thing whatsoever therein, or in either of them to the contrary, it shall and may be lawful to and for the said *H. N.* his Executors, Administrators and Assigns, to ask, demand, receive and take to his and their own Use and Uses, all and every the Rents, Fines, Profits and Arrearages of Rent due and owing by and from all or any the Tenants of the said Manors, &c. in the said Deeds and Conveyances particularly mentioned, at any Time before and until the Day of the Date of these Presents; and in Case of Refusal or Non-payment of the said Rents, Arrears of Rents, Fines and other Profits, by all or any of the Tenants of the said Premises, or any Part thereof, it shall and may be lawful to and for the said *H. N.* his Executors, Administrators and Assigns, to sue and prosecute for the same in the Names of the said *S. F.* &c. or any of them, as Counsel shall advise; he the said *H. N.* his Executors, Administrators and Assigns, saving

saving them the said *S. F. &c.* harmless from any Costs or Damages that may happen to them, or any of them, by reason of using their Names as aforesaid. **In Witness,** &c. (a)

Of Trust of three Leases; and a separate Provision for a Feme Covert and her Children.

THIS Indenture Tripartite, made, &c. **Between** *M. F.* of — of the first Part, *J. F.* of — of the second Part, and *E. D.* of — and *S.* his Wife, of the third Part. **Whereas** by Indenture of Lease bearing Date, &c. and made, or, &c. between the most Noble *H. Duke* of — of the one Part, and the said *M. F.* of the other Part, the said Duke, for and in Consideration, &c. by Virtue of the Power therein recited, did demise, lease and to Farm let unto the said *M. F.* All that, &c. To hold, &c. under the yearly Rent, &c. **And whereas,** &c. (*Reciting in like Manner a second and third Lease*) in each of which Indentures is contained a Covenant from the said *M. F.* before — at her own Costs and Charges to pull down the said — to her demised as aforesaid, and at her like Costs and Charges to erect and build, &c. and divers other Covenants on the said *M. F.*'s Part to be done and performed, as by the said several Leases, Relation, &c. **And whereas** the several Sums of — mentioned to be paid to the said Duke, and amounting together to the Sum of — was not all the said *M. F.*'s own Money, but one third Part of the said Sum of — was the proper Money of the said *E. D.* and by him advanced on the Trust, and to the Ends, Intents and Purposes herein after mentioned; one other third Part thereof was the proper Money of the said *J. F.* and the remaining third Part thereof was the proper Money of the said *M. F.* and the said three several Leases were taken in the Name of the said *M. F.* as to one third Part of the said leased Premises, for the said *J. F.* her Executors, Administrators and Assigns; and as to one other third Part, in Trust for the separate Use of the said *S. D.* during so many Years of the respective Terms of — Years, as she should happen to live, and after her Decease, in Trust for the Child or Children of the said *E. D.* and *S.* their Executors and Administrators; and as to the remaining third Part, for the sole Use and Benefit of the said *M. F.* her Executors, Administrators and Assigns; it being agreed that no Benefit shall be taken of Survivorship, but that the said Parties, their respective Executors, Administrators and Assigns, shall each of them have an equal third Part of the Rents and Profits of the said Premises, the same into three equal Parts to be divided, each of them paying their equal Proportion of the Ground Rent, and of the Costs and Charges in pulling down and rebuilding the said demised Premises, and of such other Charges and Expences as the said *M. F.* her Executors, Administrators or Assigns, shall be put unto by reason of the Covenants in the said recited Leases contained: **Now this Indenture witnesseth,** that the said *M. F.* doth hereby acknowledge, testify and declare, that the Name of her the said *M. F.* as to one full third Part of the said leased Premises, and the Rents, Issues and Profits thereof, shall during the respective Term of — Years be in Trust for the said *J. F.* her Executors and Administrators; and one third Part thereof in Trust for the separate Use of the said *S. D.* during so many Years of the said respective Terms as she shall happen to live; and after her Decease, in Trust for her Children as aforesaid; and that the remaining third Part shall be for the sole Use and Benefit of the said *M. F.* her Executors and Administrators; and that she the said *M. F.* her Executors, Administrators and Assigns, shall and will at the respective Requests, Costs and Charges of the said *J. F.* and *E. D.* and *S.* his Wife, their respective Executors, Administrators or Assigns, one third Part of the said Premises to the said *J. F.* her Executors, Administrators or Assigns, and one other third Part assign thereof to such other Person or Persons as they the said *E. D.* and *S.* his Wife shall direct or appoint on the Trusts aforesaid, for the said respective Terms of — Years by the said recited Indentures of Lease granted, or so much thereof as shall be then to come and unexpired, free from all Incumbrances by the said *M. F.* done, committed or suffered, except a Lease agreed by all the said Parties to be granted by the said *M. F.* to — for — Years, to commence at — at the yearly Rent of — which Rent is to be paid to the said Parties to these Presents, in the Proportions aforesaid. (*Covenant from J. F. and E. D. and S. his Wife, to M. F. to pay their Proportions of Ground Rent, and in Rebuilding, &c. And if S. D. Wife of E. D. will sell her third Part of the Premises, M. F. may sell the same, and the Money to be put out upon the same Trusts as aforesaid. Vide Tit. Proviso.*) **In Witness,** &c.

(a) Note: There must be two Parts, unless all the Parties execute one Part, because of the Indemnity from *H. N.*

Declaration of Trust of an Assignment of a Mortgage.

TO all, &c. *M. C.* of — sends Greeting. **Whereas** by Indenture Tripartite of Assignment, bearing equal Date with these Presents, made or mentioned to be made between *J. B.* of — (*Mortgagor*), of the first Part, the Honourable *M. G.* of — (*the Assignor*), Sister of the Right Honourable the Lord Viscount *B.* deceased, of the second Part, and the said *M. C.* (*the Assignee*) of the third Part, All that the Manor or Lordship, &c. and all and every, &c. therein particularly mentioned, in Consideration of — *l.* therein mentioned to be paid by the said *M. C.* to the said *M. G.* (by the Direction of the said *J. B.*) are assigned to the said *M. C.* for the Residue of a certain Term of — *Subject nevertheless* to the Payment of — *l.* a Year to *C. B.* Daughter of Sir *E. B.* for and during the natural Life of the said *C.* And also *subject* to the Equity of Redemption of the said *J. B.* on Payment of the Sum of — *l.* on the Days and in Manner therein mentioned, as in and by the said recited Indenture, Relation, &c. **Now know ye**, that the said *M. C.* doth hereby acknowledge, testify and declare, that the said Sum of — Principal Money, so paid by the said *M. C.* to the said *M. G.* and secured by the said Indenture of Assignment for the Remainder of the said Term of — Years, and all Interest to grow due for the same, was not his the said *M. C.*'s own proper Money, but that the same was and is the proper Money of *H. W.* of — Esq; and that his the said *M. C.*'s Name in the said Indenture of Assignment, is used only in Trust for the said *H. W.* his Executors, Administrators and Assigns: **And further**, that he the said *M. C.* at the Request, Costs and Charges of the said *H. W.* his Executors or Administrators, shall and will assign the said Premises to the said *H. W.* his Executors or Administrators, or to such other Person or Persons as he the said *H. W.* shall direct.

That if Default be made in Payment of Mortgage Money, the Mortgagee shall receive the Profits of the Premises.

— Declared and agreed by and between the said Parties to these Presents, that until some Default shall be made of or in Payment of the said Sum of — and Interest, or some Part thereof, in Manner and Form aforesaid, he the said *J. O.* his Heirs or Assigns, shall and will permit and suffer the said *J. J.* his Heirs and Assigns, to receive and take the Rents, Issues and Profits of the said Clofes, &c. to his and their own Use and Behoof, without any Account to be had or given unto the said *J. O.* his Heirs or Assigns for the same. **In Witness, &c.**

In Nature of a Defeasance, that the neat Produce of an Estate (Taxes, &c. being deducted) shall be in full Satisfaction of a Bond of Annuity.

THIS Indenture, made, &c. **Between** *E. S.* Widow, one of the Sisters and Heirs of *R. B.* Esq; deceased, of the one Part, and *H. M.* of — of the other Part.

Whereas the said *E. S.* being seised for her Life, Remainder to her first and other Sons in Tail Male, Remainder to the said *H. M.* in Fee, of and in one full Moiety of — (*The Parcels*) in — and the said *E. S.* having no Issue, the said *H. M.* did for — *l.* agree to purchase the said Moiety of the said — of the said *E. S.* for — Years, if the said *E. S.* and *H. M.* should jointly so long live: **And whereas** by Indenture of Grant and Demise, dated the — in Consideration of — *l.* paid by the said *H. M.* the said *E. S.* Did, by Direction of the said *H. M.* testified by his being a Party to the said Indenture, grant and demise the Moiety of the said — to *A. B.* of — *To hold* to the said *A. B.* his, &c. from thenceforth for the Term of — Years, if the said *E. S.* and *H. M.* should jointly so long live, under the Rent of (*a Pepper-Corn*), *In Trust* for the said *H. M.* as by the said Indenture, Relation being thereunto had, may more fully appear: **And whereas** since the Execution of the said Indenture, the said *H. M.* in Consideration of the Sum of — did agree to pay unto the said *E. S.* during the joint Lives of the said *E. S.* and *H. M.* the Sum of — *l.* a Year, by Half-yearly Payments, at — Tax free; in Performance of which Agreement the said *H. M.* in and by his Bond or Writing Obligatory, bearing equal Date herewith, stands bound to the said *E. S.* in the penal Sum of — conditioned for the Payment of — a Year, by Half-yearly Payments, at — during the joint Lives of the said *H. M.* and *E. S.* as by the said Bond, Relation being thereunto had, may more fully appear:

Recitals.
E. S. being seised for Life, Remainder to her Issue, Remainder to *H. M.* but she having no Issue, *H. M.* agreed to purchase.
E. S. demised to *A. B.* in Trust for *H. M.*
H. M. agreed to pay *E. S.* — yearly, for which he gave a Bond.

But notwithstanding such Bond, *H. M.* shall only pay so much as the neat Produce amounts to, Taxes, &c. being deducted.

Declaration. That Taxes, &c. be deducted, and the neat Produce accepted in full Performance of the Bond.

And whereas the said *E. S.* has agreed, that notwithstanding the said Bond, the said *H. M.* shall, during the Joint Lives of the said *H. M.* and *E. S.* pay to the said *E. S.* only such Sums yearly, as the neat Produce of the said Lands shall amount to, Taxes, Repairs, Law Charges, and other Expences being first deducted: **Now this Indenture witnesseth**, that it is hereby covenanted, condescended, declared and agreed, by and between the said Parties to these Presents; and the said *E. S.* doth hereby covenant and agree, that the said *H. M.* shall and may, out of the said Sum of — a Year, payable to her, during the Joint Lives of the said *E. S.* and *H. M.* by Virtue of the said above recited Bond, deduct half-yearly, all such Sum and Sums of Money as he shall lay out or pay for Taxes, Repairs and Law-Suits, and other Expences charged on, or payable out of the said Moiety of the said — and that Payment of so much Money, as the said Premises shall half-yearly yield, after Deduction of the said Taxes, Repairs, Law-Suits, and other Expences, shall from Time to Time, during the Joint Lives of the said *H. M.* and *E. S.* be accepted as a full Performance of the said Bond, and on Payment thereof the said *E. S.* shall and will from Time to Time indorse an Acquittance on the said Bond, for the full half-yearly Payment therein and hereby made payable; any Thing in the said Bond contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

A Declaration of Trust, touching Chambers in one of the Inns in Chancery.

THIS Indenture, &c. Between *T. W.* of, &c. of the one Part, and *E. P.* of, &c. (sole Executrix of the last Will and Testament of *R. P.* late of the Society of *Clifford's Inn*, London, Gent.) of the other Part. **Whereas** the said *R. P.* is lately dead, being immediately before his Death possessed of and intitled unto certain Chambers one Pair of Stairs, in the said Society of *Clifford's Inn*, in a Staircase there, N^o — as well to an Estate therein for his Life, as also to an Assignment (according to the antient Custom of the said Society) for another Life therein; and he the said *R. P.* having made and duly executed his last Will and Testament in Writing, and thereby gave to the said *E. P.* (*inter alia*) the said Chambers, and appointed her sole Executrix of his said Will, and the same having been by her since duly proved in the proper Ecclesiastical Court, she the said *E. P.* by Virtue thereof being intitled to an Assignment of the said Chambers for the other Life therein; he the said *T. W.* (at the special Instance and Request of the said *E. P.* and for her Use and Benefit) **Wath**, on the Day of the Date hereof, been by the Principal of the said Society of *Clifford's Inn*, duly admitted to the said Chambers, with its Appurtenances, for and during the Term of his natural Life, as by the said Will and Admittance may appear: **Now this Indenture witnesseth**, and the said *T. W.* for himself, his Executors and Administrators, doth hereby covenant, agree and declare to and with the said *E. P.* her Executors, Administrators and Assigns, in Manner as follows, *viz.* That the Name of him the said *T. W.* in the above mentioned Admittance to the said Chambers, was and is therein so used at the special Nomination and Appointment of, and in Trust for the only Use and Benefit of the said *E. P.* her Executors, Administrators and Assigns, and that she and they from henceforth be intitled unto and receive the Rents, Issues and Profits of the said Chambers, to and for her and their own Use and Benefit, without any Let, Suit, Trouble, Disturbance, Hindrance, Claim or Demand whatsoever, of or by the said *T. W.* his Executors, Administrators or Assigns; **Subject nevertheless** to the Payment of all such Sum and Sums of Money, as shall from henceforth become due for the Commons, and all other Payments and Duties whatsoever for or in Respect of the said Chambers, according to the Custom of the said Society; **And lastly**, he the said *T. W.* shall and will at any Time hereafter, during his Life, upon the reasonable Request, and at the proper Costs and Charges of the said *E. P.* her Executors, Administrators or Assigns, surrender or assign to her or them the said Chambers, with their Appurtenances, and all his Estate, Right, Title, Property, Claim and Demand whatsoever, of, in and to the same, for and during the Life of him the said *T. W.* or such other Life or Lives, as she the said *E. P.* her Executors, Administrators or Assigns, shall nominate, direct or appoint, and shall and will permit and suffer such other Life or Lives to be so admitted in and to the said Chambers, according to the Custom of the said Society, freed and discharged of and from all Charges and Incumbrances by him the said *T. W.* done, committed or suffered, and that in such Manner as the Counsel at Law of her the said *E. P.* her Executors, Administrators or Assigns, shall in that Behalf be reasonably advised or required; **Subject nevertheless** to such Sums of Money and Duties as aforesaid: **Provided nevertheless**, and so as the said *E. P.* her Executors, Administrators and Assigns, shall and do from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said

faid T. W. his Executors and Administrators, of, from and against all Costs, Charges and Expences whatsoever, which he or they shall pay, sustain or be put unto, for, by Reason or on Account of his being admitted to the said Chambers, or any ways relating to or concerning the Trust so reposed in him as aforesaid. **In Witness, &c.**

Declaration of the Trusts of an Assignment of South-Sea Annuities for a Brother, upon Condition of his finding the Assignor with Meat, Drink, &c. during Life.

THIS Indenture Tripartite, &c. Between F. P. of, &c. of the first Part, B. of, &c. and C. his Wife of the second Part, and D. of, &c. (a Trustee nominated and appointed by them the said F. P. and B. and C. his Wife) of the third Part.

Whereas the said B. and C. his Wife have agreed, that they or their respective Executors or Administrators, at his and their own proper Charge, shall and will from henceforth find, provide and allow the said F. P. with good and wholesome Meat, Drink, Washing, Lodging, Apparel, and all other proper and sufficient Necessaries whatsoever, during his natural Life, and also decently bury him, in such Manner as herein after is mentioned and expressed: **And whereas** the said F. P. being possessed of and intitled to the several Sums of 210*l.* and 105*l.* 10*s.* in the Joint Stock of South-Sea Annuities, (being his Property, and purchased with his own Money) in Consideration of the natural Love and Affection which he hath for and beareth to his Brother-in-Law B. and the said C. his Wife; and in Consideration of their finding him with Meat, Drink, Washing, Lodging, Apparel, and all other Necessaries during his Life, in Manner as herein after mentioned, and for which End and Purpose, and in Consideration thereof hath, on the Day of the Date hereof, transferred, or caused to be transferred the said Principal Stocks unto the said D. and the same are now standing in his Name in the Books of the said South-Sea Company, as by the said Books may appear: **Now this Indenture witnesseth,** that for the

As to the Brother and Sisters Agreement for finding Assignor with all Necessaries, during his Life. As to Assigning the Annuities to the Trustee by Assignor.

Declaration, &c.

Consideration, End, Intent and Purpose aforesaid, it is hereby expressly agreed and declared by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and of these Presents is and are, that the said several Sums of 210*l.* and 105*l.* 10*s.* South-Sea Annuity-Stocks so transferred to and now standing in the Name of him the said D. as aforesaid, were and are to him so transferred, to, for and upon the several Trusts, Intents and Purposes, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same; (that is to say) **Upon Trust** that he the said D. his Executors, Administrators or Assigns, shall and do, during the natural Life of the said F. P. pay all the Interest, Dividends and Produce of the said several Annuities, South-Sea Stocks, when and as by him or them received unto the said B. and C. his Wife, or one of them, his or her Executors or Administrators, to and for his and her own Use and Benefit, for and during such Time, as he, she or they shall perform their Covenant herein after contained, for the Maintenance of the said F. P. and subject to the Proviso herein after contained touching the same; and from and immediately after the Death of the said F. P. then upon this further Trust, that he the said D. his Executors, Administrators or Assigns, shall and do transfer and assign the said several South-Sea Annuity-Stocks of 210*l.* and 105*l.* and 10*s.* and all the then future Dividends, Interest and Produce thereof, unto the said B. and C. his Wife, and the Survivor of them, his and her Executors, Administrators and Assigns, to and for his and their own Use and Benefit; subject nevertheless to the Proviso herein after contained, *viz.* **Provided always,** and these Pre-

Trusts, &c.

Proviso.

sents are upon this express Condition nevertheless, that if they the said B. and C. his Wife, or one of them, or the Survivor of them, his or her Executors or Administrators, shall not from the Day of the Date hereof, at his, her or their own proper Costs and Charges, from Time to Time, and at all Times find, provide and allow the said F. P. during his natural Life, as well with good and wholesome Meat and Drink, as also with Washing and Lodging, and all Manner of Wearing Apparel, of what Nature or Kind soever, suitable and convenient; as likewise with all other Necessaries whatsoever, both in Health and Sicknes, as shall be proper and requisite, and as shall be by him the said F. P. at all or any Time or Times, during his Life, reasonably required; then in any or either of the Cases aforesaid, upon this further Trust, that he the said D. his Executors, Administrators or Assigns, shall and do from thenceforth, upon his or their Receipt of the Dividends and Produce of the said several South-Sea Annuity-Stocks, pay and apply the same to the said F. P. and his Assigns, during his natural Life, to and for his and their own Use, Benefit and Dispose; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said B. (in Consideration of the said several Annuities so transferred to the said D. in Trust for the said B. and C. his Wife, in Manner as aforesaid, and for other

Subsequent Trust.

Brother's Covenant to find Maintenance, &c.

good

Trustee indemnified.

good Considerations him moving) doth for himself, and for the said C. his Wife, and for their respective Executors and Administrators, covenant, promise and agree to and with the said D. his Executors, Administrators and Assigns by these Presents, that they the said B. and C. his Wife, or one of them, their or one of their Executors or Administrators, at his, her and their own proper Costs and Charges, shall and will from henceforth, from Time to Time, and at all Times hereafter, find, provide and allow him the said F. P. during his natural Life, as well with good and wholesome Meat and Drink, as also with Washing and Lodging, and all Manner of Wearing Apparel, of what Nature or Kind soever, suitable and convenient; as likewise with all other Necessaries whatsoever, both in Health and Sicknes, as shall be proper and requisite, and as shall be by him the said F. P. at all or any Time or Times reasonably required; and that they the said B. and C. his Wife, or one of them, their or one of their Executors or Administrators, at his, her or their own proper Costs and Charges, upon the Death of the said F. P. shall cause his Body to be decently buried at such Place, and in Manner as he at any Time before his Death shall direct or appoint, so as the Expence or Charge thereof do not exceed in the whole the Sum of —: **Provided, and lastly,** it is hereby agreed, declared and intended, that it shall and may be lawful to and for the said D. his Executors, Administrators and Assigns, in the first Place by and out of the Dividends, Interest and Produce of the said *South-Sea* Annuity-Stocks so transferred to and vested in him and them as aforesaid, to deduct and retain to him and themselves, all such Costs, Charges, Expences and Damages, as he, they, or any of them shall pay, expend, sustain or be put unto, in Respect or on Account of Prosecution and Performance of the several Trusts hereby in him and them reposed, and that he or they shall not be chargeable with or answerable for any more of the said Trust Monies, than what he or they shall actually receive, nor for any casual Loss thereof, unless it be by or through his or their wilful Neglect or Default; any Thing, &c. **In Witness,** &c.

Declaration of Trust of Bank Stock.

THIS Indenture made, &c. **Between** W. P. W. of, &c. of the one Part, and T. F. of, &c. of the other Part. **Whereas** upon or about the 22d Day of *February* last past, the Sum of 10000 *l.* was subscribed in the Name of the said W. P. W. into the Stock of the Governor and Company of the Bank of *England*, pursuant to her Majesty's Commission under the Great Seal of *Great Britain*, dated the 16th Day of the Month of *February* 1708. authorising Subscriptions to be taken for enlarging the said Stock: **And whereas** the Name of the said W. P. W. as to 8000 *l.* Part of the said 10000 *l.* so subscribed as aforesaid, was made use of *In Trust*, and for the only Benefit and Advantage of the said T. F. his Executors and Assigns, and the Sum of 2000 *l.* only Residue of the said Sum of 10000 *l.* so subscribed as aforesaid, was to be for the only Benefit and Advantage of the said W. P. W. his Executors, Administrators and Assigns: **And whereas** although all the Receipts have been taken in the Name of the said W. P. W. for all such Payments as have been already made into the Bank of *England*, in Respect of the said 10000 *l.* so subscribed as aforesaid, *Yet in Truth* the said T. F. hath, with his own Money from Time to Time, actually paid all the Payments, that have been hitherto made, into the said Bank of *England*, in Respect of the same Sum of 8000 *l.* Part of the said Sum of 10000 *l.* so subscribed as aforesaid; **And** the said W. P. W. hath, with his own Money from Time to Time, actually paid all the Payments, that have been hitherto made, into the said Bank of *England*, in Respect of the said Sum of 2000 *l.* Residue of the said Sum of 10000 *l.* so subscribed as aforesaid: **And whereas** on or about the, &c. the Sum of 2000 *l.* was subscribed in the said Bank of *England*, pursuant to the said Commission in the Name of — but in Trust for the only Benefit of the said T. F. and the said T. F. hath actually paid all such Payments, that have hitherto been made, into the said Bank, in Respect of the said 2000 *l.* **And whereas** it is agreed by and between the said W. P. W. and T. F. that the said T. F. his Executors or Administrators, shall procure the said — his Executors or Administrators, to assign and transfer the said Sum or Stock of 2000 *l.* of the said Subscriptions in the said Bank of *England*, so subscribed in the Name of the said — but *In Trust* for the said T. F. as aforesaid, unto the said W. P. W. his Executors, Administrators or Assigns, to his and their own proper Use, in full Satisfaction of the said Sum of 2000 *l.* Residue of the said Sum of 10000 *l.* so subscribed in the Name of the said W. P. W. as aforesaid, and that the said W. P. W. shall declare a Trust for the said T. F. his Executors, Administrators and Assigns, as to the said whole Sum of 10000 *l.* so subscribed as aforesaid: **Now this Indenture witnesseth,** that in Pursuance of the said Agreement, and for and in Consideration that the said T. F. hath promised and agreed to procure his

his said Trustee the said — to procure and transfer unto the said *W. P. W.* his Executors, Administrators and Assigns, the said Sum or Stock of 2000*l.* in the said Bank of *England*, so subscribed in the Name of the said — as aforesaid, **He** the said *W. P. W.* for himself, his Heirs, Executors and Administrators, **Doth** declare and covenant to and with the said *T. F.* his Executors, Administrators and Assigns, by these Presents, in Manner following; (that is to say) That he the said *W. P. W.* his Executors and Administrators, shall from henceforth stand possessed of the said whole Sum of 10000 *l.* so subscribed in the Name of the said *W. P. W.* as aforesaid; **In Trust** and for the sole and only Benefit and Advantage of the said *T. F.* his Executors, Administrators and Assigns; **And also** that the said *W. P. W.* his Executors and Administrators, shall and will permit and suffer the said *T. F.* his Executors, Administrators and Assigns, from Time to Time, and at all Times hereafter, peaceably and quietly to have, take and receive to his and their own Use and Uses, all the Profits, Interest and Proceed of the said Sum of 10000 *l.* so subscribed as aforesaid, **And** from Time to Time to give Receipts, Acquittances, or other Discharges for the same, in the Name or Names of the said *W. P. W.* his Executors or Administrators, and shall and will at any Time or Times hereafter, at the reasonable Request, Costs and Charges of the said *T. F.* his Executors, Administrators or Assigns, make, do and execute all and every such lawful and reasonable Act and Acts whatsoever for the Assigning, and in due Manner, and according to the Custom or Course in those Cases used, Transferring the said Use or Stock of 10000 *l.* so subscribed as aforesaid, and every Part thereof, and all the Benefit and Advantage thereof, unto the said *T. F.* his Executors, Administrators and Assigns, as he the said *T. F.* his Executors or Administrators, shall by Writing under his or their Hands and Seals, appoint or direct; **And** the said *T. F.* for himself, his Heirs, Executors and Administrators, doth covenant with the said *W. P. W.* his Heirs, Executors and Administrators, that he the said *T. F.* his Heirs, Executors and Administrators, or some or one of them, shall and will from Time to Time, and at all Times hereafter, save, keep harmless and indemnified the said *W. P. W.* his Executors and Administrators, and his and their Goods and Chattels, Lands and Tenements, of and from all Costs, Charges, Damages and Expences whatsoever, which he, they, or any of them, shall at any Time or Times hereafter, bear, pay, sustain, or be put unto, for or by Reason or Means, or upon Account of, or any ways relating to his the said *W. P. W.*'s Name being used in the said Subscription of the said Sum of 10000 *l.* or in any Acquittance or Acquittances, Receipt or Receipts, for other Discharge or Discharges, which at any Time or Times hereafter shall be given in the Name or Names of the said *W. P. W.* his Executors or Administrators as aforesaid; and also that he the said *T. F.* his Executors or Administrators, but at the proper Costs and Charges of the said *W. P. W.* his Executors or Administrators, procure his said Trustee the said — his Executors or Administrators, in due Manner and according to the Custom or Course in those Cases used, to assign, and transfer unto the said *W. P. W.* his Executors or Administrators, to his and their own proper Use and Behoof, the said Sum or Stock of 2000 *l.* so subscribed in the Name of the said — as aforesaid. **In Witness, &c.**

Declaration of Trust of an Exchequer Annuity.

THIS Indenture made, &c. **Between** *T. F.* of, &c. of the one Part, and *A. B.* of the other Part. **Whereas** upon an Act of Parliament, Intituled an Act for continuing an Additional Subsidy of Tonnage, &c. and for Settling and Establishing a Fund thereby, and by other Ways and Means for Payment of Annuities to be sold for Raising a further Supply to her Majesty for the Service of the Year, &c. and other Uses therein mentioned, the said *T. F.* by the Hands of the said *A. B.* hath paid into her Majesty's Receipt of Exchequer the several Sums of, &c. being the first and second Payments advanced by the said *T. F.* for the Purchase of an Annuity of 500 *l.* per Ann. for the Term of 99 Years in the said Act mentioned: **And whereas** the said several Sums of, &c. were paid into the said Receipt of the Exchequer, in the Name of the said *A. B.* **Now this Indenture witnesseth**, that the said *A. B.* **Doth** hereby for himself, his Executors and Administrators, declare and agree, that the said Sum of — &c. so paid into the said Receipt of the Exchequer as aforesaid, were not the proper Monies of the said *A. B.* and that the Name of the said *A. B.* as to the said Payments so already made, and also as to the said Purchase of the said Annuity of 500 *l.* per Ann. and likewise as to the future intended Payments herein after to be made, in Relation to the said Annuity of 500 *l.* per Ann. was and is agreed and intended to be made use of in Trust only for the said *T. F.* his Executors, Administrators and Assigns; **And** for Enabling the said *T. F.* his Executors, Administrators and Assigns, from Time to Time to receive the Accrewing Payments of

the said Annuity, the said *A. B.* doth hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *T. F.* his Executors, Administrators and Assigns, that it shall and may be lawful to and for the said *T. F.* his Executors, Administrators and Assigns, from Time to Time, to subscribe and set the Name or Names of him the said *A. B.* his Executors or Administrators, to any Receipt or Acquittance, which shall at any Time hereafter be made or given, for any Arrears or Payments that shall hereafter grow due or become payable of the said Annuity of 500*l. per Ann.* or in case it shall be thought necessary, that he the said *A. B.* his Executors or Administrators, shall from Time to Time sign and subscribe such Receipt; **And further**, that he the said *A. B.* his, &c. shall and will at any Time, &c. at the reasonable Request, &c. such Assignment or Conveyance of the said Annuity of 500*l. per Ann.* or of any Part thereof, unto the said *T. F.* his, &c. or unto such Person or Persons, as he or they shall by Writing or Writings under his or their Hands and Seals, to be attested by two or more Credible Witnesses, direct or appoint, free from any Incumbrance made or to be made by the said *A. B.* his Executors or Administrators, or any of them, so as for the doing thereof, no Person or Persons be compelled or compellable to travel from the Place or Places of his or their Abode or Dwelling, and so as that such Assignment or Conveyance contain or imply no further or other Warranty or Covenants than against the respective Acts of the Party or Parties executing the same. **And** the said *T. F.* doth hereby for himself, his Heirs, Executors and Administrators, covenant with the said *A. B.* his Executors and Administrators, that he the said *T. F.* his Heirs, &c. shall and will at all Times hereafter, save and keep harmless and indemnified the said *A. B.* his Heirs, Executors and Administrators, and his and their Goods and Chattels, Lands and Tenements, of and from all Costs, Charges, Damages and Expences which he the said *A. B.* his Heirs, Executors or Administrators, may or shall at any Time hereafter suffer, sustain, or be put unto, for or by Reason, or upon Account of the Trust, or of the Name of the said *A. B.* being made use of for the Benefit of the said *T. F.* as aforesaid. **In Witness, &c.**

*Declaration of the Interest of 1500*l.* East-India Bonds, in Trust for a Person, during her Life.*

THIS Indenture Tripartite made, &c. **Between** the Right Honourable C. Countess Dowager of *W. H.* of the first Part, the Honourable *E. E.* of, &c. Widow, of the second Part, and Mrs. *B.* of, &c. Spinster, of the third Part. **Whereas** the said C. Countess Dowager hath, this Day deposited in the Hands of the said *H.* several *East-India* Bonds for several Sums of Money, in the whole amounting to 1500*l.* Principal Money, as by, &c. **Now this Indenture witnesseth**, that for and in Consideration that the said *M. B.* hath, by Indenture *Tripartite*, dated herewith, released all the Right and Interest of and to 1000*l.* Capital *South-Sea* Stock, and all the Interest, Profits, Proceed and Dividends thereof, unto the said *H. E.* **In Trust** for the said *C. D.* **It is hereby agreed and declared** by and between the said Parties to these Presents, that the said *East-India* Bonds securing 1500*l.* as aforesaid, and so deposited in the Hands of the said *H. E.* as aforesaid, were so deposited in the Hands of the said *H. E.* as aforesaid, **Upon special Trust** and Confidence, that she the said *H. E.* her Executors and Administrators, shall and **Do** from Time to Time, during the natural Life of the said *M. B.* receive and take the Interest of the said *East-India* Bonds, as the same shall from Time to Time grow due and payable; and shall pay or cause to be paid all such Interest, so from Time to Time grown due and payable, and shall pay or cause to be paid all such Interest so from Time to Time received, as and when the same shall be received, unto the said *M. B.* and her Assigns, for and during the Term of her natural Life; **And** immediately from and after the Decease of the said *M. B.* and Payment of all the Arrears of the said Interest which shall happen to incur and become due in her Life-time upon the said Bonds; **Then upon Trust**, that she the said *S. E.* her Executors or Administrators, shall deliver up all the said *East-India* Bonds unto the said C. Countess Dowager of *W.* and *H.* her Executors or Administrators, for her and their own Use and Benefit; she the said *H.* her Executors and Administrators, first thereunto deducting all her and their reasonable Costs and Charges in the Execution of the Trust hereby in her reposed; **And** the said C. Countess Dowager of *W.* and *H.* for herself, her Heirs, Executors and Administrators, **Doth** covenant with the said *M. B.* her Executors, Administrators or Assigns, by these Presents, that in case at any Time hereafter, by the Lowering of the Interest of the *East-India* Bonds, the Interest of the same Bonds shall not amount to 60*l. per Ann.* that then she the said C. Countess Dowager, her Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, du-
ring

ring the Life-time of the said *M. B.* make good and pay unto the said *M. B.* or her Assigns, so much lawful Money as shall make at such Interest of the said *East-India* Bonds full 60*l.* per Ann. In Witness, &c.

Declaration of Trust of South-Sea Stock.

Memorandum, I *W. P. W.* of, &c. Esq; Do hereby acknowledge and declare, that I am possessed of 5000*l.* Stock in the *South-Sea* Company, and that the same was transferred to me in Trust, and for the only Benefit and Advantage of the said *T. F.* of *D. &c.* Esq; his Executors, Administrators and Assigns, and that the same *South-Sea* Stock of 5000*l.* was purchased with the proper Monies of the said *T. F.* and that my Name as to the said 5000*l.* *South-Sea* Stock, and all the Interest, Profit and Produce thereof, from henceforth to accrew or grow due, is made use of in Trust only for the said *T. F.* his Executors and Administrators; And I the said *W. P. W.* do hereby for myself, my Heirs, Executors and Administrators, covenant with the said *T. F.* his Executors and Administrators, that I the said *W. P. W.* my Executors and Administrators, shall and will at any Time hereafter, at the Request, Costs and Charges of the said *T. F.* his Executors or Administrators, assign and transfer the said 5000*l.* *South-Sea* Stock, unto the said *T. F.* his Executors or Administrators, or unto such other Person or Persons, as he or they, or any of them shall direct or appoint, under his or their Hands. In Witness, &c.

Declaration of Trust of East-India Stock.

This Indenture made, &c. Between *W. P. W.* of, &c. Esq; of the one Part, and *T. F.* of, &c. Esq; of the other Part. Whereas *M. H.* of *London*, Merchant, Did on or about the 13th Day of *February* last past transfer unto the said *W. P. W.* 3000*l.* Stock in the united *East-India* Company: And whereas *A. H. Sen.* on or about the 25th of *October* last past, transferred to the said *W. P. W.* the like Stock of 3000*l.* in the said united *East-India* Company, as by the said two several Transfers duly entred in the Book or Books of the said Company, Relation being thereunto had, may appear: Now this Indenture witnesseth, that the said *W. P. W.* Doth hereby acknowledge and declare, that the said 3000*l.* and 3000*l.* Stock, amounting together to 6000*l.* Stock in the said united *East-India* Company, was transferred to him the said *W. P. W.* by the said *M. H.* and *A. H.* respectively as aforesaid; In Trust, and for the only Benefit and Advantage of the said *T. F.* his Executors, Administrators and Assigns; And that the same *East-India* Stock of 6000*l.* was purchased with the proper Monies of the said *T. F.* and that the Name of him the said *W. P. W.* as to the said 6000*l.* *East-India* Stock, and all the Dividends, Profits and Produce thereof, was and is made use of in Trust, and for the only Benefit and Advantage of the said *T. F.* his Executors, Administrators and Assigns; And the said *W. P. W.* doth hereby for himself, his Heirs, Executors and Administrators, covenant with the said *T. F.* his Executors and Administrators, that he the said *W. P. W.* his Executors or Administrators, shall and will at any Time hereafter, at the Request, Costs and Charges of the said *T. F.* his Executors or Administrators, assign and transfer the said 6000*l.* *East-India* Stock, unto the said *T. F.* his Executors or Administrators, or unto such other Person or Persons, as he or they, or any of them, shall direct or appoint, under his or their Hands in Writing; And the said *W. P. W.* doth hereby empower the said *T. F.* his Executors or Administrators, from Time to Time to receive the Interest, Produce or Dividends of the said 6000*l.* Stock; And that he the said *T. F.* shall and may from Time to Time sign Receipts for the same in the Name of the said *W. P. W.* And that he the said *W. P. W.* shall and will, at the Request of the said *T. F.* sign Receipts for the said Interest, Produce or Dividends of the said 6000*l.* Stock. And the said *T. F.* for himself, his Heirs, Executors and Administrators, doth covenant with the said *W. P. W.* his Heirs, Executors and Administrators, that he the said *T. F.* his Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, save, keep harmless and indemnified the said *W. P. W.* his Heirs, Executors and Administrators, of, from and against all Losses, Costs, Charges, Suits, Forfeitures, Damages and Expences whatsoever, which he or they, or any of them, shall or may at any Time hereafter suffer or be put unto, bear, pay or sustain, by Reason or Means, or upon Account of his the said *W. P. W.*'s Name being made use of, In Trust for the said *T. F.* as aforesaid; And that he the said *W. P. W.* his Heirs, Executors and Administrators, shall not in any wise be liable or accountable for any more Monies, any ways relating to or concerning the said 6000*l.* Stock, or any the Interest, Produce or Dividends thereof, that then it shall be actually received by the said *W. P. W.* his

his Executors or Administrators: **Provided also**, and it is hereby agreed, that the said *W. P. W.* assigning or authorizing the said *T. F.* to assign such Receipts as aforesaid, in the Name of the said *W. P. W.* shall no ways charge or be made use of to charge the said *W. P. W.* his Heirs, Executors or Administrators, or any of them, with Monies mentioned in such Receipts, or any Part thereof. **In Witness, &c.**

Defeasances.

Defeasance of a Mortgage in Fee.

Conveyance
in Fee by
Lease and Re-
lease, from
H. B. and *A.*
his Wife.

The same only
a Security for
the 200 *l.*

Covenant,
that if the
Mortgagor
pays 210 *l.*
on, &c.

The Mortga-
gee will re-
convey.

From Pay-
ment to the
Assignment
made *A. M.*
to be seised to
the Use of
Mortgagors.

H. B. cove-
nants with
A. M. to pay
the Money.

Power for
Mortgagors,
till Default,
to make
Leases,

THIS Indenture, &c. Between *A. M.* of, &c. of the one Part, and *H. B.* of, &c. and *A.* his Wife, and *D. C.* of, &c. of the other Part. **Whereas** by Indenture of Lease and Release, the Lease bearing Date the Day next before, and the Release bearing even Date herewith, and both executed immediately before these Presents, and made, or mentioned to be made, Between the said *H. B.* and *A.* his Wife, and *D. C.* of the one Part, and the said *A. M.* of the other Part, The said *H. B.* and *A.* his Wife, (in Consideration of the Sum of 200 *l.* to them paid by the said *A. M.* and the said *D. C.*) by the Direction and at the Request of the said *H. B.* and *A.* his Wife, and in Consideration of 5 *s.* to her paid by the said *A. M.* Did grant, bargain, sell, release and confirm unto the said *A. M.* All that Messuage, &c. (The Parcels, &c. Habendum to and to the Use of the said *A. M.* his Heirs and Assigns for ever). **And whereas** the said Indentures of Lease and Release abovementioned to be made to the said *A. M.* by the said *H. B.* and *A.* his Wife and *D. C.* was intended only as a Security for their Payment of the said Sum of 200 *l.* being the Consideration Money therein mentioned, and the Interest thereof: **Now this Indenture witnesseth**, and the true Intent and Meaning of the said Indentures and these Presents, and of the Parties to the same, was and is hereby declared to be, and the said *A. M.* Doth hereby for himself, his Heirs and Assigns, covenant, grant and agree to and with the said *H. B.* and *A.* his Wife, and the said *D. C.* their Heirs, Executors and Administrators, that if the said *H. B.* and *A.* his Wife, or either of them, their Heirs, Executors and Administrators, or any of them, do and shall well and truly pay or cause to be paid unto the said *A. M.* his Heirs or Assigns, the full Sum of 210 *l.* on, &c. without any Deduction or Defalcation for Taxes Assessments or any other Impositions whatsoever, either ordinary or extraordinary, that then and at any Time then after he the said *A. M.* his Heirs or Assigns, and all Person and Persons claiming the said Premises, in, by or under the said recited Indentures of Lease and Release, or any Part thereof, shall and will at the Request, Cost and Charges of the said *H. B.* and *A.* his Wife, or their Heirs and Assigns, transfer, assign and set over, **All** and singular the said Premises with the Appurtenances, and every Part and Parcel of the same so expressed to be granted as aforesaid, together with the said Indentures, unto the said *H. B.* and *A.* his Wife, and *D. C.* and their Heirs, or to whom they shall appoint, discharged of all Incumbrances by him or them done or suffered; **And** that in the mean time, from and after full Payment and Discharge of the said sum of 200 *l.* and all Interest due thereupon, and until such Assignment be made, he the said *A. M.* and his Heirs, and all Persons standing or being seised of the Premises by, from, or under him or them, should be seised thereof, and of every Part and Parcel thereof, in Trust to and for the sole Use, Benefit and Behoof of the said *H. B.* and *A.* his Wife, and *D. C.* their Heirs and Assigns, or some or one of them, and to and for no other Use, Intent or Purpose whatsoever. **And** the said *H. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said *A. M.* his Heirs and Assigns, by these Presents, that he the said *H. B.* his Heirs, Executors or Administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *A. M.* his Heirs or Assigns, the said Sum of 210 *l.* and every Part thereof, on the Day before expressed for the Payment of the same, without making Deductions or Abatements out of the said Sum or any Part thereof, for Taxes, Charges, Assessments, or for any other Cause, Matter, or Thing whatsoever, according to the true Intent and Meaning of these Presents. **And** it is hereby declared, concluded and agreed by and between the said Parties, that it shall and may be lawful for the same *H. B.* and *A.* his Wife, and *D. C.* and their Heirs, some or one of them, from Time to Time, and at all Times hereafter, until Default of Payment of the said Sum of 210 *l.* or any Part thereof, at the Day before limited

mitted and appointed for Payment of the same, to make any Lease, Demise or Grant of all the said Messuage or Tenement, Lands *bona fide*, and that there be reserved upon the same the best and most improved yearly Rent that such Messuage or Tenement, Lands and Premises can truly and *bona fide* be let for; and so as such yearly Rent so to be reserved, be payable and be paid unto the Person or Persons that shall be seised of the Reversion of the said Premises so leased, immediately expectant upon the same Leases so to be made. **And lastly**, it is declared, concluded and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *H. B.* and *A.* his Wife, and *D. C.* and their Heirs, or some or one of them, to have, hold, occupy and enjoy the said Messuage, &c. in and by the recited Indentures mentioned, and to receive and take the Rents, Issues and Profits of the same until Default of Payment of the said Sum of 210*l.* or any Part thereof at the Day before mentioned for Payment of the same, without any Let, Trouble or Disturbance of the said *A. M.* his Heirs or Assigns, and without any Account to him, them or any of them, to be had or given for the same. **In Witness**, &c.

And so receive the Profits of the Premises.

Defeasance of a Mortgage and of an Assignment of another Mortgage.

THIS Indenture made, &c. **Between** *B. P.* of, &c. of the one Part, and *J. C.* of, &c. of the other Part. **Whereas**, &c. (*Recital of a Mortgage from J. C. to B. P. for 2000 Years; and of a Mortgage from J. S. to the said J. C. for 1000 Years*); **Which** said Estate and Term of 1000 Years, and the said Indentures of Mortgage, are by Indenture of Assignment, bearing even Date herewith, for the Consideration therein mentioned, assigned to the said *B. P.* his Executors, Administrators and Assigns, subject to the Redemption of, &c. on Payment of, &c. **And whereas** there is now justly due and owing on the said recited Securities, the Sum of, &c. upon Payment whereof, in Manner as is herein after mentioned, the said *B. P.* is willing, and hath condescended and agreed to assign the said several Securities of 2000 Years, and 1000 Years, to the said *J. C.* or to such Person or Persons as he shall appoint: **Now this Indenture witnesseth**, and the said *B. P.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said *J. C.* his Executors, Administrators and Assigns, that if the said *J. C.* his Executors, Administrators and Assigns, or any of them, do, and shall well and truly pay, or cause to be paid, unto the said *B. P.* his Executors, Administrators or Assigns, the Sum of, &c. of lawful, &c. without Deduction, &c. on the said demised or assigned Premises, that then and in such Case, he the said *B. P.* his Executors, Administrators and Assigns, or some or one of them, shall and will at the Request, Costs and Charges of the said *J. C.* re-assign and convey the Residue of the said several Terms of 2000 Years and 1000 Years to the said *J. C.* his Executors or Administrators, or to such Person or Persons, as the said *J. C.* his Executors, Administrators or Assigns shall appoint, freed and discharged of and from all Incumbrances, committed or done by the said *B. P.* his Executors and Administrators. (*Covenant from J. C. to pay, &c. according to the abovesaid Agreement; Covenant from B. P. to J. C. for peaceable Enjoyment until Default.*) **In Witness**, &c.

A Defeasance of an Assignment of a Lease from the Dean and Canons of Windsor.

THIS Indenture, &c. **Between** *S. C.* of, &c. of the one Part, and *F. C.* of, &c. of the other Part. **Whereas** by Indenture of Lease bearing Date the, &c. and made or mentioned to be made, *Between* the Dean and Canons of the King's free Chapel of St. George within his Castle of Windsor, of the one Part, and *W. L.* of, &c. of the other Part (under the common Seal of the said Dean and Canons) whereby the Dean and Canons (as well for and in Consideration of the Surrender of a former Lease dated the, &c. by them made and granted unto *T. L.* of, &c. (Father of the said *W. L.*) of the Rectory and Parsonage herein after mentioned, as also for divers, &c.) by their mutual Assent and Consent for themselves and their Successors, *Did* demise, grant, and to Farm let unto the said *W. L.* All that their Rectory, &c. except, &c. To hold to the said *W. L.* his Executors, &c. at the Rents, &c. **And whereas** by Deed Poll bearing Date the, &c. under the common Seal of the said Dean and Chapter, Reciting the Lease, &c. (except as therein and herein before mentioned) and that there was contained in the said Indenture of Lease a Covenant or *Proviso* to this Effect; That the said *W. L.* his Executors or Administrators, should not let, alienate, or set his or their whole Estate, Term, or Interest, of and in the said Premises, to any Person or Persons, without the especial License of the said Dean and Chapter or their Successors, first had and obtained in Writing under their common Seal (except

Recital of Lease from the Dean and Canons of Windsor to *T. L.*

Liberty granted to *W. L.* to assign the same to *S. C.*

The Assign-
ment.

Covenant that
if F. C. pays
S. C.

he will re-as-
sign.

F. C. cove-
nants to pay
the Money,

and the Rents
to the Dean
and the Ca-
nons.

by his last Will and Testament) *The* said Dean and Chapter (by their said Deed Poll by their whole and mutual Assent, Consent, free Will and Agreement) *Did* give and grant unto the said *W. L.* their special Licence and Consent to alien, grant, assign and set over unto the said *S. C.* *All* his the said *W. L.*'s whole Estate, Interest and Term of Years, of and in the said Premises or any Part thereof, which was then to come and unexpired; any Covenant, *Proviso*, or Condition in the said Indenture of Demise contained to the contrary thereof notwithstanding, (saving unto the said Dean and Canons and their Successors, the Rents and other Covenants in the said Indenture of Demise reserved and contained, as in and by the said in Part recited Indenture of Lease and Deed Poll, &c.) **And whereas** by Indenture of Assignment bearing Date the, &c. and made between the said *W. L.* of the one Part, and the said *S. C.* of the other Part (Reciting the said Indenture of Lease made to the said *W. L.* by the said Dean and Canons of the said Rectory, &c. and the said Dean and Canons Licence to the said *W. L.* to alienate and assign the same to the said *S. C.* in Manner as aforesaid) the said *W. L.* (in Consideration of the Sum of 3000*l.* to him paid by the said *S. C.*) *Did* grant, &c. unto the said *S. C.* his, &c. the said Rectory, &c. and all and singular other the Premises granted and demised unto the said *W. L.* by the said Dean and Canons, with their Appurtenances (except as in the said Indenture of Lease is excepted) and all the Estate, &c. of him the said *W. L.* of, in and to the said hereby assigned Premises, by Virtue of the said recited Indenture of Lease and Deed Poll, or either of them or otherwise howsoever, together with the said Indenture of Lease and Deed Poll; *To hold* the said Rectory, &c. unto the said *S. C.* his, &c. from thenceforth for and during all the rest and Residue of the said Term of 21 Years by the said recited Indenture of Demise granted, which was then to come and unexpired, and for and during all such further Term and Terms of Years as would, should, or might be granted or renewed of and in the said Rectory and Parsonage, Tithes and Premises, as in and by, &c. **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between the Parties to these Presents, and their true Intent and Meaning is, and the said *S. C.* for himself, his Heirs, Executors and Administrators, doth hereby covenant and agree to and with the said *F. C.* his Heirs, Executors, Administrators and Assigns, that if he the said *F. C.* his Heirs, Executors, or Administrators, shall and do well and truly pay, or cause to be paid, unto the said *S. C.* his Executors, Administrators or Assigns, at or in the now dwelling House of him the said *S. C.* situate, &c. the full Sum of 3150*l.* of, &c. in Manner following, &c. (*At several Payments*) without making any Deduction or Abatement out of the said Sum of 3150*l.* or any Part thereof, for or in Respect of any Taxes, Charges, Duties, or Assessments charged or imposed, or to be charged or imposed on the said Rectory, &c. so assigned to the said *S. C.* by the said recited Indenture of Assignment as aforesaid, or upon any Part or Parts thereof, or upon the said *S. C.* his Executors, Administrators or Assigns, in Respect thereof by Authority of Parliament, or by any other Reprisal, Matter, or Thing whatsoever, **Then** he the said *S. C.* his Executors, Administrators or Assigns, shall and will at the Request, Cost and Charges of the said *F. C.* his Heirs, Executors, Administrators or Assigns, assign and transfer **All** the Estate, Right, Term and Interest of him the said *S. C.* his Executors, Administrators or Assigns, of and in the said Rectory, &c. so assigned unto him and them as aforesaid, unto the said *F. C.* his Heirs, Executors, Administrators and Assigns, or unto such Person or Persons as he or they shall direct and appoint, freed and discharged from all Incumbrances made, done, or suffered by the said *S. C.* his Executors, Administrators or Assigns, in the mean time, so as he, they or any of them, for the doing thereof, be not compelled or compellable, to go or travel from his, her or their then Place of Abode or Habitation: **And** the said *F. C.* for himself, his Heirs, Executors, Administrators, and for every of them, doth covenant, promise, grant and agree to and with the said *S. C.* his Executors, Administrators and Assigns, by these Presents in Manner following, (that is to say) That he the said *F. C.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *S. C.* his Executors, Administrators and Assigns, the said Sum of 3150*l.* at the Times and Place herein before limited and appointed for Payment thereof, without any such Deduction or Abatement as aforesaid, according to the true Intent and Meaning of these Presents; **And also** that he the said *F. C.* his Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times, during the Continuance of the Security hereby made, pay and discharge the several Rents from thenceforth to become due and payable to the said Dean and Canons and their Successors, for or in Respect of the said Premises so by them demised as aforesaid, and also perform all the Covenants, Conditions and Agreements in the said recited Indenture of Demise contained on the Lessee's Part to be performed: **And further**, that he the said *F. C.* his Heirs, Executors and Administrators (upon one

Month's

Month's Notice to be to him or them given by the said S. C. his Executors, Administrators or Assigns, of his or their Intention to surrender the above recited Indenture of Demise, in order to procure and obtain to him or them a new or further Lease of the said Rectory, Parsonage, Tithes and Premises for the Term of 21 Years) shall and will bear, pay and discharge such Fine, Charge and Expences as shall be payable and occasioned for or in Respect of such Surrender to be made as aforesaid; and also of such new or further Lease to be procured or obtained as aforesaid. **And moreover,** that in case the said F. C. his Heirs, Executors or Administrators shall refuse or neglect, upon such Notice as aforesaid, to pay and discharge such Fine, Charge and Expences as shall be payable and occasioned as aforesaid; and the said S. C. his Executors, Administrators or Assigns shall disburse or lay out such Charge, Fine and Expences as shall be payable and occasioned as aforesaid; then, and in such Case, the said Rectory, Parsonage, Tithes and Premises comprised in the said Indenture of Demise, and to be comprised in such new or further Lease to be procured or obtained as aforesaid, and also such new or further Lease, shall remain and be in the said S. C. his Executors, Administrators and Assigns, as a Security, as well for the Repayment of all such Sum and Sums of Money, as shall be disbursed or laid out by him or them as aforesaid, together with Interest for the same at the Rate of 4 l. per Cent. per Ann. as also for the Payment of the said 3000 l. principal Money, and the Interest thereof so secured as aforesaid, and shall not be redeemed or redeemable in Law or Equity until the same Sum and Sums of Money, and the Interest thereof, shall be fully paid and satisfied unto the said S. C. his Executors, Administrators or Assigns. **And** it is hereby further agreed and declared, by and between the said Parties to these Presents, that until Default shall be made of or in Payment of the said Sum of 3150 l. or of some Part thereof, or of some Sum or Sums of Money to be disbursed or laid out as aforesaid, or of the Interest thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful, to and for the said F. C. his Heirs, Executors, Administrators and Assigns, to hold and enjoy the said Rectory, &c. before recited or mentioned to be assigned to the said S. C. as aforesaid, and to receive and take the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit, without the Let, &c. of, or by the said S. C. his Executors, Administrators or Assigns, or any Person or Persons claiming, &c. **And** the said F. C. for himself, his Heirs, Executors, and Administrators, doth further covenant, promise and grant, to and with the said S. C. his Executors, Administrators and Assigns, by these Presents in Manner following, (*viz.*) That from and after Default shall happen to be made of or in Payment of the said Sum of 3150 l. or some Part thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful, to and for the said S. C. his Executors, Administrators and Assigns, to enter into and upon the said Rectory, &c. so to him assigned as aforesaid, and from thenceforth peaceably and quietly *To have*, hold and enjoy the same, and to receive and take the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit, for and during all the Rest and Residue of the said Term of 21 Years which shall be then to come therein, and of such further Term and Terms of Years as shall be granted or renewed therein, without any Let, Hindrance, Interruption or Disturbance of the said F. C. his Heirs, Executors, Administrators or Assigns, or of any other Person or Persons whomsoever; **And** that free and clear, &c. of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Uses, Intails, Rents and Arrears of Rent, Statutes, Judgments, Recognizances, and all other Titles, Troubles, Charges, Demands and Incumbrances whatsoever: **And further,** that from and at any Time after such Default of Payment shall happen to be made of the said Sum of 3150 l. or of any Part thereof as aforesaid, he the said F. C. his, &c. and all, &c. of, into or out of the said Rectory, &c. shall and will at any Time then after, upon the reasonable Request, and at the proper Costs and Charges of the said S. C. his, &c. make, &c. (*Further Assurance.*) **In Witness, &c.**

And on Notice to surrender the said Lease to procure a new one and pay the Fine.

Or in Default of Payment of such Fine the new Lease to be charged therewith,

and of the other Monies,

F. C. to enjoy till Default.

After Default in Payment S. C. to enter and enjoy during the Residue of the Term,

free from Incumbrances.

Further Assurance.

A Defeasance of an Assignment of two Annuities and Exchequer Tallies, declaring the Assignment only as a further Security for the Payment of Money due on a Bond.

THIS Indenture, made, &c. **Between** T. H. of, &c. of the one Part, and J. P. of, &c. of the other Part. **Whereas** the said J. P. in and by one Bond or Obligation bearing even Date with these Presents, is and stands bound unto the said T. H. in the penal Sum of 500 l. conditioned to be void upon Payment by the said J. P. his, &c. to the said T. H. his, &c. of the Sum of 265 l. of, &c. in Manner following, that is to say, 7 l. 10 s. Part thereof, on, &c. and 257 l. 10 s. Residue thereof, on, &c. as in and by the

Recital of a Bond from J. P. to T. H.

Of an Assign-
ment from
J. P. to T. H.
of two An-
nuities,

and Tallies.

Declaration.

Covenant
that if *J. P.*
pays the Mo-
ney on the
Bond,

T. H. will re-
assign the An-
nuities, &c.

and account,
&c.

Proviso, that
in Case of De-
fault in Pay-
ment, the
Annuities to
be sold.

the said Bond, or Obligation and Condition thereunder written, may appear: **And where-**
as the said *J. P.* in and by a Deed Poll of Assignment under his Hand and Seal, also
bearing even Date with these Presents, in Consideration of the Sum of 250*l.* paid to him
by the said *T. H.* as therein is mentioned, *Had* assigned unto the said *T. H.* his, &c. two
several Annuities or yearly Sums of 20*l.* and 10*l.* payable to the said *J. P.* or his Assigns
for the Residue of a certain Term of 99 Years, commencing from, &c. out of several
Duties granted by an Act of Parliament made, &c. intituled, &c. together with the three
several Tallies and two several Orders relating thereto, levied and made out at the Receipt
of his Majesty's Exchequer, which Orders are both dated, &c. and are severally numbred as
followeth, viz. as by the said Assignment may appear: **Now this Indenture witnesseth,**
that the said *T. H.* doth hereby acknowledge and declare, that the said Assignment of the
said two several Annuities of 20*l.* and 10*l.* payable as aforesaid, is so made to the said *T. H.*
as aforesaid, only for the further and better securing Payment of the said Sum of 265*l.* on
the said several Days mentioned for Payment thereof in the said Condition of the said Bond;
and therefore the said *T. H.* for himself, his Executors and Administrators, and for every of
them, doth covenant, promise and agree, to and with the said *J. P.* his Executors, Admi-
nistrators and Assigns, and to and with every of them by these Presents, in Manner and Form
following, (that is to say), That if the said *J. P.* his Heirs, Executors, Administrators or
Assigns, or any of them, shall pay or cause to be paid unto the said *T. H.* his Executors, Ad-
ministrators or Assigns, the said Sum of 265*l.* on the several Days and Times mentioned in
the Condition of the above recited Obligation, and in Discharge thereof, without any Deduc-
tion whatsoever, that then he the said *T. H.* his Executors, Administrators or Assigns, or some
of them, shall and will at any Time afterwards, at the Request, Cost and Charges of the
said *J. P.* his Executors, Administrators or Assigns, transfer, assign and set over unto him
or them, or unto such Person or Persons as he or they shall appoint, all the Right, Title
and Interest of him the said *T. H.* his Executors, Administrators or Assigns, of and in the
said two several Annuities of 20*l.* and 10*l.* and the two several Annuity Orders and eight
Tallies above recited to be assigned to him, and also shall and will deliver up the said re-
cited Assignment, eight Tallies and two Orders, to the said *J. P.* his Executors, Admini-
strators or Assigns, according to the true Meaning of these Presents; **And** then also he the
said *T. H.* his Executors or Administrators, shall and will account for and pay to the said
J. P. his Executors, Administrators or Assigns, to his and their own Use, all such Pay-
ments of the said several Annuities as he the said *T. H.* his Executors, Administrators or
Assigns, shall and have received in the mean Time, and not then accounted for. **Provided,**
and it is hereby agreed, that if Default shall be made in Payment of the said Sum of
265*l.* or any Part thereof, contrary to the true Meaning of these Presents, Condition of
the said recited Obligation and of these Presents, then or any Time after such Failure of
Payment, it shall and may be lawful to and for the said *T. H.* his Executors, Administra-
tors or Assigns, (upon or after three Months Notice in Writing, that he or they would re-
ceive in his Principal Money and Interest, to be left at the Dwelling-house of the said *J. P.*
in — and on Non-payment of the same according to such Notice) to sell and dispose
and absolutely assign the said several Annuities of 20*l.* and 10*l.* for the best Price and
most Money which he or they can then, upon the *Royal Exchange* in *London*, really get
for the same, without any further Warrant or Authority, and thereout pay and satisfy him
and themselves the said Principal Money of 250*l.* and all Interest that shall be then due
for the same, rendring and paying the Overplus (if any) to the said *J. P.* his Executors
or Administrators, upon Demand. **In Witness, &c.**

A Defeasance of a Judgment.

THIS Indenture, made, &c. **Between** *J. R.* of, &c. of the one Part, and *W. G.*
of, &c. of the other Part. **Whereas** the said *J. R.* in the Term of — last past
before the Date hereof, in the Court of *K. B.* at *Westminster*, had and obtained against the
said *W. G.* one Judgment for 300*l.* Debt besides Costs of Suit, as by the Record remain-
ing in the said Court may more at large appear: **Now this Indenture witnesseth,**
and the said *J. R.* for himself, his Heirs, Executors and Administrators, doth covenant,
grant and agree, to and with the said *W. G.* his Executors and Administrators, by these
Presents, that if the said *W. G.* his Executors, Administrators and Assigns, or any of them,
do well and truly pay or cause to be paid unto the aforesaid *J. R.* his Executors, Admini-
strators and Assigns, the full and just Sum of 175*l.* of, &c. upon, &c. without Fraud or
Delay, that then and in such Case no Execution shall issue out upon the Judgment afore-
said, but Satisfaction shall be acknowledged upon the Record of the said Judgment after a
Release

Release of Errors first had and obtained from the said *W. G.* his Executors or Administrators, at the proper Costs and Charges of the said *W. G.* his Executors or Administrators; but if Default shall happen to be made thereof contrary to the Intent and true Meaning hereof, then the said Judgment shall be in full Force and Virtue. *In Witness, &c.*

Defeasance of a Judgment which was given for better securing of an Annuity granted by an Indenture of Demise of Rectory and Tithes, &c. of even Date.

THIS Indenture, &c. Between *T. A.* of the one Part, and *W. W.* Rector of the Parish and Parish Church of *B.* in the County Palatine of *D.* of the other Part. **Whereas** by Indenture of Demise bearing even Date with and executed immediately before these Presents, and made between the said *W. W.* of the one Part, and the said *T. A.* of the other Part, whereby (after reciting as therein recited, and in Consideration of the Sum of 525 *l.* therein mentioned to be, and which was and has been truly paid to the said *W. W.* by the said *T. A.*) he the said *W. W.* hath granted and demised unto the said *T. A.* The Rectory of the Parish and Parish Church of *B.* aforesaid, and all Glebe Lands, and all the great and small Tithes to the said Rectory belonging, together with a Capital Messuage and other Hereditaments in *B.* aforesaid, therein particularly mentioned; To hold the said Rectory, Tithes and Premises, to the said *T. A.* and his Assigns, from the Day next before the Day of the Date thereof for the Term of 99 Years, (*sans Waste*) if the said *W. W.* shall so long live; *Subject* to a Proviso therein contained, that if the said *W. W.* shall and do, during the joint Lives of them the said *W. W.* and *T. A.* well and truly pay unto the said *T. A.* or his Assigns, One Annuity or yearly Sum of 100 *l.* without any Deduction for Taxes, Charges, or otherwise therein mentioned; the same to be paid to the said *T. A.* or his Assigns, at or in the Common Dining-Hall of *New-Inn* in the County of *Middlesex*, at the four Feast-Days following, *viz.* *Midsummer-day, &c.* by four equal Portions, or within — Days next after each and every of the said Feast-Days; the first of which quarterly Payments to begin and be made on, *&c.* or within — Days next after the same Feast-Day; then the Grant and Demise thereby made of the same Rectory and Premises unto the said *T. A.* and every Thing therein contained, shall be absolutely void, as in and by, *&c.* **And whereas** to the End and for better securing Payment of the said Annuity of 100 *l.* unto the said *T. A.* and his Assigns, in Manner as aforesaid, he the said *W. W.* by his Warrant of Attorney bearing even Date herewith, hath authorised several Attornies of the Court of — therein named, to confess a Judgment against him the said *W. W.* at the Suit of the said *T. A.* as of *Hil.* Term now last past, or as of any other subsequent Term, for the Sum of — together with the Sum of — for Costs of Suit; which said Judgment is agreed shall be forthwith entred upon Record in the said Court of — **Now this Indenture Witnesseth,** and it is hereby agreed and declared by and between the said Parties to these Presents, that the said Judgment so agreed to be entred up as aforesaid, was by him the said *W. W.* made and given to the said *T. A.* to the Intent and Purpose only, and as and for a Collateral Security for the better securing Payment of the said Annuity or yearly Sum of 100 *l.* unto the said *T. A.* and his Assigns, according to the true Intent and Meaning of the said recited Indenture. **And** he the said *T. A.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree, to and with the said *W. W.* his Executors and Administrators, by these Presents, in Manner as follows, *viz.* That if the said *W. W.* or his Assigns, do and shall well and truly pay or cause to be paid unto the said *T. A.* or his Assigns, the said Annuity or yearly Sum of 100 *l.* without any such Deduction as aforesaid, at the Place, on the several Days or Times, and in the Manner as the same in and by the said Proviso or Condition in the said recited Indenture contained is limited and appointed to be paid, according to the true Intent and Meaning of the same Indenture and of these Presents, that then he the said *T. A.* or his Assigns, shall not nor will take or sue out, or cause to be taken or sued out, any Writ or Writs of Execution, nor take any other Advantage whatsoever against the Person of the said *W. W.* or his Goods or Chattels, nor upon the before mentioned Rectory, Tithes, Hereditaments and Premises, or any Part thereof, by Virtue of the said recited Judgment; **And** that upon Payment of the same Annuity in Manner as aforesaid, the Executors or Administrators of the said *T. A.* at the Request and Charge of the said *W. W.* his Executors or Administrators, shall and will acknowledge Satisfaction upon the Record of the said Judgment: **But** in Case any Default shall happen to be made in Payment of the said Annuity or yearly Sum of 100 *l.* for the Space of 30 Days next after any or either of the said Days of Payment whereon the same by the said recited Indenture is appointed to be paid as aforesaid, (altho' no Demand be made thereof) then and in such Case

at any Time then after any such Default in Payment so made, it shall and may be lawful to and for the said *T. A.* or his Assigns, to sue out or prosecute, or cause to be sued out or prosecuted, any Writ or Writs of Execution upon the said Judgment, as well against the said *W. W.* his Goods and Chattels, as also against the above mentioned Rectory, Tithes, Hereditaments and Premises, or any Part thereof, for the Recovery and Receiving of the said Annuity of 100 *l.* and all Arrears thereof, and also of all Costs, Charges, Damages and Expences, to be by him the said *T. A.* or his Assigns, paid, expended or sustained, touching or concerning the same; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

A Defeasance of a Judgment, with a Release of Errors.

THIS Indenture, made, &c. Between *A. B.* of, &c. of the one Part, and *J. A.* of the other Part, **Witnesseth**, that **Whereas** the said *A. B.* hath obtained one Judgment in the Court of *K. B. Westminster*, against the said *J. A.* for 600 *l.* Debt upon Bond, besides Costs of Suit, as of this present *E. Term*, as by the Record of the said Judgment it doth and may at large appear: **Nevertheless** it is agreed by and between the said Parties to these Presents, and the said *A. B.* doth for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *J. A.* his Heirs, Executors and Administrators, by these Presents, that if the said *J. A.* his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said *A. B.* his Heirs, Executors, Administrators or Assigns, the full Sum of 300 *l.* of, &c. in Manner and Form following, &c. (*many Days for Payment*) then the said *A. B.* his Executors or Administrators, shall and will, at the reasonable Request, and at the proper Costs and Charges of the said *J. A.* his Heirs, Executors or Administrators, give a sufficient Warrant of Attorney for acknowledging Satisfaction upon Record of the said Judgment; **And that** in the mean Time the said *A. B.* his Executors or Administrators, shall not nor will take, sue forth or prosecute any Manner of Execution upon the said Judgment against the said *J. A.* his Executors or Administrators, or his or their or any of their Goods or Chattels, Lands or Tenements, nor commence nor bring any Action, Suit or Complaint against the said *A. B.* his Heirs, Executors, Administrators or Assigns, upon the said Judgment; **But** if Default be made in Payment of the said Sum of 300 *l.* above mentioned, or any Part thereof, contrary to the Agreement, Limitation or Appointment abovesaid, that then and at all Times after the said *A. B.* his Executors, Administrators and Assigns, shall or may take his and their due Course of Law upon the said Judgment. **Provided always**, and it is hereby agreed by and between the said Parties to these Presents, that if he the said *J. A.* his Heirs, Executors or Administrators, shall at any Time hereafter on or before the said 24th of *June*, &c. well and truly pay or cause to be paid unto the said *A. B.* his Executors or Administrators, the Sum of 300 *l.* of, &c. at one intire Payment; or if the said *J. A.* his Heirs, Executors or Administrators, shall at any Time after the Payment of any such Sum or Sums of Money, as Part of the first mentioned 300 *l.* payable as before mentioned, well and truly pay or cause to be paid unto the said *A. B.* his Executors or Administrators, such Residue of the said 300 *l.* at one intire Payment, which shall be then due and owing, according to the Intent of these Presents, that then the said *A. B.* his Executors and Administrators, shall and will accept the same, and acknowledge Satisfaction on Record of the said Judgment, in such Manner as before mentioned: **And** the said *J. A.* for himself, his Heirs, Executors, Administrators and Assigns, doth by these Presents remise, release and for ever quit-claim unto the said *A. B.* his Heirs, Executors and Administrators, all and all Manner of Error and Errors, Writ and Writs of Error, and all Benefit and Advantages thereof, and all Misprision of Error and Errors, Defects and Imperfections whatsoever, had, made, committed, done or suffered in or about, touching or concerning the said Judgment, or any Warrant, Process or Declaration, Plea, Entry, or other Proceedings whatsoever of or concerning the same. **In Witness**, &c.

Release of
Errors.

A Defeasance of a Judgment given for Performance of Covenants.

KNOW all Persons by these Presents, That **Whereas** *R. L.* of, &c. hath by Warrant of Attorney bearing even Date with these Presents, authorised several Attornies of the Court of *C. P.* at *Westminster*, to confess Judgment against him to us *A. B.* and *M. E.* of, &c. for the Sum of 500 *l.* **And whereas** the said *R. L.* by certain Articles of Agreement bearing even Date herewith, hath covenanted and agreed to pay us the said *A. B.*

A. B. and *M. E.* our Executors and Administrators, the Weekly Sum of 20 s. during the joint Lives of the said *R. L.* and of *S. H.* of, &c. **Now know ye**, that if the said *R. L.* shall well and truly perform and keep the said Covenant, and all and every the Agreements in the said Articles contained, that then we the said *A.* and *M.* do hereby agree not to take out Execution upon such Judgment so to be confessed, but at the Costs of the said *R. L.* to acknowledge Satisfaction on Record upon the same. **As Witness** our Hands and Seals, &c.

I the within named *A.* do hereby for myself, my Executors and Administrators, promise and agree to and with the within named *J. M.* that I the said *A.* my Executors, Administrators or Assigns, shall not nor will enter up Judgment on the within Warrant of Attorney, or take out any Process or Execution thereon, until the 25th Day of *October* now next ensuing the Day of the Date hereof, **As Witness** my Hand this — Day of, &c.

A Defeasance of a Bond for Maintenance in Case of Misfortunes or Death of a Person, &c. and a Warrant to confess Judgment thereon.

TO all to whom, &c. **We** *E. F.* of — *G. H.* of — and *C. D.* of — send Greeting. **Whereas** one *T. H.* by his Bond or Obligation in Writing, bearing equal Date herewith, is and became bound to us the said *E. F.* and *G. H.* in the penal Sum of — *l.* under which said Bond or Writing Obligatory is subscribed a Condition, reciting, That **whereas**, &c. **The Condition** therefore of the said Obligation is such, that if, &c. **And whereas** the said *T. H.* by his Warrant of Attorney bearing also equal Date herewith, has authorised — and — Gentlemen, Attornies of his Majesty's Court of — at *Westminster*, or either of them, or any other Attorney of the said Court, to appear for him as of — Term last, — Term next, or any other subsequent Term, and receive a Declaration in an Action of Debt on the above Bond of the said *T. H.* and thereupon to confess the same Action, or else to suffer a Judgment thereon to pass against him, to be entred on Record for the said Debt, with Costs of Suit, as by the said recited Obligation, with the Condition thereunder written, and the said Warrant of Attorney, Relation, &c. **Now know ye**, that we the said *E. F.* *G. H.* and *C. D.* do hereby declare, that the said recited Warrant of Attorney is given for the better securing the Payment of the said — *l.* pursuant to the said recited Bond of the said *T. H.* **And** that we the said *E. F.* and *G. H.* for ourselves, (severally, and not the one for the other) and the Survivor of us, and the Executors and Administrators of such Survivor, by and with the Consent and Approbation of the said *C. D.* testified, &c. do hereby covenant, promise and declare, to and with the said *T. H.* his Heirs, Executors and Administrators, and every of them, that the said Bond and Warrant of Attorney to confess Judgment thereon were only given as Security and a Provision for a competent Maintenance for the said *C. D.* in Cases of such Losses in Trade, or other Misfortunes during the said intended Coverture, or in Case the said *C. D.* shall survive the said *T. H.* and be not by him at his Decease otherwise better provided for, and that she shall not be destitute of a necessary Subsistence as far as the said — *l.* shall extend and go: **And** that we the said *E. F.* and *G. H.* or either of us, or the Survivor of us, or the Executors or Administrators of such Survivor, or any other Person or Persons by us or any of us impowered, procured, or willingly or knowingly permitted, shall not, nor will at any Time or Times during the Life-time of the said *T. H.* put the said Bond and Judgment, or either of them, in Force or Execution, unless we the said *E. F.* and *G. H.* or the Survivor of us, or the Executors or Administrators of such Survivor, or some of us or them, shall first have obtained a Permission in Writing for so doing, from and under the Hand of the said *C. D.* attested by two or more credible Witnesses; nor will we, or any of us, put the same Bond or Judgment, or either of them, in Force after the Decease of the said *T. H.* if he has otherwise left and secured to her a more ample, beneficial and better Provision than the said — *l.* so as aforesaid secured by the said Bond and Judgment; nor will we, or either of us, make any Assignment of the said Bond or Judgment to any Person whatsoever. **In Witness**, &c.

Recital of Bond,

and Warrant of Attorney.

Covenant that the Bond and Warrant were only given for the Maintenance of a Person upon a Contingency.

Of a Statute Merchant for Performance of Covenants in Indentures of Demise and Redemise.

THIS Indenture, made, &c. **Between** *W. A.* of — of the one Part, and *R. S.* of — *T. S.* Son and Heir apparent of *F. S.* &c. and *R. S.* Youngest Son of the said *F. S.*

F. S. of the other Part. Whereas, &c. (Recital of a Statute Merchant from F. S. T. S. and R. S. to W. A.) Now this Indenture witnesseth, that the said W. A. is contented and pleased, and doth by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree to and with the said F. S. T. S. and R. S. their Executors, Administrators and Assigns, and to and with every of them, by these Presents, that if the said F. S. T. S. and R. S. their Heirs, Executors, Administrators and Assigns, and every of them, do for their Part, well and truly pay, observe, perform, fulfil and keep, as well all and singular the Payments, Covenants, Grants, Articles, Promises and Agreements, which on their Part and Behalf are to be observed, performed, fulfilled, paid and kept, specified and contained in one Pair of Indentures, bearing Date the — Day of — last past before the Date hereof, made or mentioned to be made between the said F. S. T. S. and R. S. of the one Part, and the said W. A. of the other Part, as also all and singular the Payments, &c. (as before) which on their Part and Behalf are to be observed, &c. specified and contained in one Pair of Indentures, bearing Date, &c. made between the said W. A. of the one Part, and the said F. S. T. S. and R. S. of the other Part, that the said Recognisance, or Writing obligatory shall be void, frustrate, and of no Effect, to all Intents and Purposes. In Witness, &c.

Demise and Redemise.

Heads of Indentures of Demise and Redemise, for Security of two Annuities of 60l. and 40l. during the Lives of two Nominees.

The Demise.

THIS Indenture, &c. Between A. of the one Part, and B. of the other Part, Witnesseth, that for and in Consideration of the Sum of 1000l. of, &c. to the said A. in Hand well and truly paid by the said B. at or before, &c. the Receipt, &c. and for other good Causes, &c. he the said A. hath granted, bargained, sold and demised, and by, &c. unto the said B. All that, &c. and the Reversion, &c. and all the Estate, &c. *Habendum, &c.* unto the said B. for and during the Term of 99 Years from henceforth next ensuing, and fully to be compleat and ended; **Yielding and Paying** therefore yearly and every Year, during the said Term, the Rent of one Pepper-Corn only, on the Feast-Day of, &c. in every Year, if the same be lawfully demanded. **And** the said A. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said B. C. his Executors, Administrators and Assigns, by these Presents, in Manner as follows, *viz.* That he the said A. now standeth lawfully and rightfully seised of and in the said Manor, &c. *cumpertinentiis*, of a good, lawful, absolute and indefeasible Estate of Freehold, for and during the Term of his natural Life, with a Remainder in Fee, expectant on the Death of the Lady G. the now Wife of the said A. without Issue of her Body by the said C. to be begotten; **And** that he the said A. hath good Right, full Power and lawful and absolute Authority in himself, to grant, bargain, sell and demise the said Manor, &c. *cum pertinentiis*, unto the said B. C. his Executors, Administrators and Assigns, for and during all the said Term of 99 Years, in Manner and Form aforesaid, (subject only to be defeated by the Issue Male of the said A. on the Body of the said G. to be begotten); **And** also, that he the said B. his Executors, Administrators and Assigns, and every of them, shall and lawfully may from Time to Time, and at all Times hereafter, for and during all the said Term of 99 Years, freely, quietly and peaceably have, hold, occupy, possess and enjoy the said Manor, &c. *cum pertinentiis*, and all and every the Rents, Revenues, Issues and Profits thereof, and of every Part and Parcel thereof coming, arising and growing, shall and may have, receive and take, without any Let, Suit, Trouble, Eviction, Disturbance or Interruption of him the said A. his Heirs or Assigns, or any other Person whatsoever, (other than the Issue Male of the said A. on the Body of the said Lady G. to be begotten, if any such shall happen to live); **And** likewise that the said Manor, &c. now are and from henceforth, for and during all the said Term of 99 Years, shall remain, continue, and be unto the said B. C. his Executors, &c. free and clear, and freely and clearly and absolutely acquitted, exonerated and discharged, of and from all and all Manner of former and other Gifts, &c. and Incumbrances whatsoever, (other than and except such Uses and Estates as are limited and declared

*Habendum.
Reddendum.*

*Covenants,
viz. lawfully
seised.*

Good Right.

*Quiet Enjoy-
ment.*

*Free from In-
cumbrances.*

declared by an Indenture *Tripartite*, &c. made between, &c.) And further also, that he the said *A.* his Heirs and Assigns, and all and every Person and Persons, (except the Issue Male of the said *A.* on the Body of the said Lady *G.* to be begotten) having or claiming any Estate, Right, Title or Interest, of, in or to the Premises hereby demised or mentioned so to be, or of, in, or to any Part or Parcel of them, shall and will from Time to Time, and at all Times hereafter, upon the Request and Charge in the Law of the said *B. C.* his Executors, &c. make, do, acknowledge, levy, suffer and execute, or cause and procure, &c. all and every such further and other Acts, &c. for the further and better Assuring and Conveying of the said Manor, &c. *cum pertinentiis*, unto the said *B. C.* his Executors, Administrators and Assigns, for and during the then Residue of the said Term of 99 Years, as by the said *B. C.* his Executors, &c. or his or their Counsel learned in the Law shall be reasonably devised or advised and required: **Provided always nevertheless**, and it is hereby agreed and declared by and between the said Parties, &c. that the said Manor, &c. are so granted and demised to the said *B. C.* his Executors, Administrators and Assigns, upon this Agreement, and to the Intent, that by an Indenture intended to be made between the said Parties, as are to these Presents, and designed to bear Date the Day next after the Date hereof, the said *B.* might and should lease back the said Manor, &c. to the said *A.* and his Assigns, for the Term of 98 Years, and 11 Months, under the several Rents of 60*l.* and 40*l.* *per Ann.* and under such Covenants, Provisoos, Conditions and Agreements as are on that Behalf agreed on between them, and shall be expressed and contained in such Indentures of Redemise. **In Witness, &c.**

The Redemise.

THIS Indenture, &c. Between *B. C.* of, &c. of the one Part, and the Right Honourable *A.* of the other Part. **Whereas** in and by one Indenture of Demise, (Reciting as therein recited) bearing Date the Day next before the Day of the Date of these Presents, He the said *A.* for the Considerations therein mentioned, *Did* grant, &c. or mentioned to grant, &c. unto the said *B. C.* his Executors, &c. *All* that the Manor of, &c. *Habendum, &c. Yielding and Paying* therefore yearly and every Year, during the said Term, the Rent of one Pepper-Corn only, payable as therein mentioned; *Upon this Agreement*, and to the Intent nevertheless, that he the said *B. C.* should lease back the said Premises to the said *A.* for the Term of 98 Years and 11 Months, under the several yearly Rents of 60*l.* and 40*l.* *per Ann.* and under such Covenants, Conditions and Agreements, as are herein after expressed and contained, as in and by, &c. **Now this Indenture witnesseth**, that in Pursuance and Performance of the said Agreement in the said Indenture contained, and for and in Consideration of the yearly Rents and Covenants hereafter, in and by these Presents reserved and contained, **He** the said *B. C.* hath demised, bargained, sold, leased, and to Farm letten, and by, &c. **All** that the before mentioned Manor, &c. with their Rights, Members and Appurtenances whatsoever, *Habendum* said Manors, &c. *cum pertinentiis*, unto the said *A.* his Executors, Administrators and Assigns, for the Term of 98 Years and 11 Months, from henceforth next ensuing and fully to be compleat and ended; **Yielding and Paying** therefore unto the said *B. C.* his Executors, Administrators and Assigns, at or in, &c. yearly and every Year, during so many Years of the said Term of 98 Years and 11 Months, as Dame *D.* now Wife of Sir *T. L.* of, &c. shall happen to live, the yearly Rent of 60*l.* of, &c. at the four most usual Feasts or Days of Payment in the Year, *viz.* the Feast of, &c. by four even and equal Portions, without making any Deduction, Defalcation or Abatement out of the same, for or by Reason of any Taxes, Charges or Impositions assessed or imposed upon the said Rent of 60*l.* or Premises hereby demised by Virtue of any Act of Parliament, or other Authority whatsoever; the first Payment of the said Rent of 60*l.* to be made on, &c. **And also Yielding and Paying** to the said *B. C.* his Executors, Administrators and Assigns, at or in, &c. yearly and every Year, during so many Years of the said 98 Years and 11 Months as Mrs. *L. M. L.* Daughter of the said Dame *A. L.* and Sir *T. S.* shall happen to live, the yearly Rent of 40*l.* of like Money, at the four above mentioned Feasts, by even equal Portions, without making any Deduction, Defalcation or Abatement thereout, for or by Reason of any Taxes, Charges or Assessments whatsoever, assessed or imposed, or to be assessed or imposed, upon the said yearly Sum of 40*l.* and Premises hereby demised by Virtue of any Act of Parliament, or other Authority whatsoever; the first Payment of the said Rent of 40*l.* to be made on, &c. **And** the said *A.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree to and with the said *B. C.* his Executors, Administrators and Assigns by these Presents, in Manner as follows,

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p b

viz.

Further Assurance.

The Premises to be redemised.

Recitals, *viz.* The Demise.

Reddit, &c.

And 40*l.* during Life of *M. L.*

Covenant to pay the Rents.

Proviso for
Re-entry.

Covenant to
surrender Pre-
misses after
Death of the
two Nomi-
nees.

To enjoy until
Default in
Payment.

viz. That the said *A.* his Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay; or cause to be paid yearly and every Year, at the Times and Place aforesaid, during so many Years of the said 98 Years and 11 Months, as the said Dame *A. L.* shall happen to live, unto the said *B. C.* his Executors, Administrators or Assigns, the said annual Rent of 60*l.* according to the above Reservation, without making any Deduction, Defalcation or Abatement thereout, for or by Reason of any Taxes, Charges or Impositions whatsoever, assessed or imposed, or to be assessed or imposed or deducted out of or upon the said Rents of 60*l.* or Premises hereby demised by Virtue of any Act of Parliament, or other Authority whatsoever; and likewise that he the said *A.* his Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay, or cause to be paid yearly and every Year, at the Times and Place aforesaid, and in Manner as aforesaid, during so many Years of the said 98 Years and 11 Months, as the said *M. L.* shall live, unto the said *B. C.* his Executors, Administrators or Assigns, the above reserved Rent of 40*l.* without making any Deductions or Abatements for any Taxes, Charges or Assessments as aforesaid: **Provided always,** that if the said two yearly Rents of 60*l.* and 40*l.* or either of them, shall be behind and unpaid, in Part or in all, by the Space of 40 Days next after any of the said Feast-Days, whereon the same ought to be paid as aforesaid; that then and in such Case, it shall and may be lawful to and for the said *B. C.* his Executors, Administrators or Assigns, into all, every or any Part of the said hereby demised Premises to re-enter, and the said *A.* and all other the Occupiers of the said Premises, (other than the Issue Male of the said *A.* on the Body of the said Lady *G.* his Wife to be begotten) thereout and thencefrom to expel and amove, and the same Premises to have again, repossess and enjoy, for and during all the then Residue of the said Term of 98 Years and 11 Months so granted as aforesaid, as fully and effectually as if these Presents had never been made; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *B. C.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *A.* his Heirs and Assigns, by these Presents, that he the said *B. C.* his Executors, Administrators or Assigns, after the several Deceases of the said Dame *A. L.* and *M. L.* and Payment of all Arrears of the said several yearly Rents of 60*l.* and 40*l.* and Performance of the Covenants and Agreements herein above contained, shall and will, at the Request, Costs and Charges in the Law of the said *A.* his Heirs or Assigns, surrender and deliver up unto the said *A.* his Heirs or Assigns, all his and their Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever, which he, they, or any of them shall have, of, in and to the Premises, or any Part thereof, by Virtue of the said Indentures of Demise, bearing Date the Day next before the Date of these Presents, clear and free from all Incumbrances done by the said *B. C.* his Executors, Administrators and Assigns, together with the said Indenture of Demise; **And lastly,** that he the said *A.* his Executors, Administrators or Assigns, duly paying the said yearly Rents of 60*l.* and 40*l.* according to the Intent and Purport of these Presents, and truly Performing the Covenants on his and their Part and Behalf to be performed and contained in these Presents, and in the said Indenture of Demise, shall and may quietly and peaceably hold, occupy, possess and enjoy the said Manor, &c. and Premises hereby demised, without any Let, Suit, Eviction, Interruption or Disturbance of the said *B. C.* his Executors, Administrators and Assigns, or any of them. **In Witness, &c.**

*A Demise of a Manor to a Person for 99 Years (if he so long lives) in Order for him to Redemise the same, to secure 300*l.* per Ann. for his Life.*

THIS Indenture made, &c. **Between** the Right Honourable *G.* Lord Marquis of *H.* of the one Part, and *T. B.* of, &c. of the other Part, **Witnesseth,** that the said *G.* Lord Marquis of *H.* for and in Consideration of the Sum of 3300*l.* of, &c. to him paid by the said *T. B.* at or before, &c. the Receipt, &c. hath granted, bargained, sold, demised, and to Farm letten, and by, &c. unto the said *T. B.* &c. **All** that the Manor of, &c. with the Rights, &c. in, &c. and all those two Water Corn-Mills, &c. **All** which Premises, in and by one Indenture of seven Parts, bearing Date, 21 *Oct.* 3 *Car. 1.* made, &c. and by other Assurance in the Law, were granted and conveyed unto the said *G.* Marquis of *H.* and his Trustees, (that is to say) Unto the said Lord Marquis himself, for the Residue of a Term of 1000 Years therein mentioned, from the making of a certain Indenture of Demise, bearing Date the ninth Day of *July* in the 21st Year of *Charles* the Second, and made between the Right Honourable *J.* then Earl of *S.* of the one Part, and the said *J. S.* of the other Part, and the Reversion and Inheritance thereof,

thereof, unto the said *R. A. T. L. T. W.* and *G. T.* and their Heirs; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, unto the said *T. B.* and his Assigns, from the Day before the Day of the Date hereof, for, during and until the full End and Expiration of the Term of 99 Years, from thenceforth next ensuing and fully to be compleat and ended, if the said *T. B.* shall so long live. **And** the said *G. Marquiss of H.* for himself, and his Heirs, doth covenant, &c. (*Right Owner, and has Right to demise, peaceable Enjoyment, free from Incumbrances.* See before and Tit. **Covenants.**) **And further**, that the said Manor, &c. and Premises, by these Presents so as abovesaid demised to the said *T. B.* now are of the clear yearly Value of 400 *l.* and upwards, over and besides all Manner of Reprises whatsoever. **And lastly**, the said *G. Marquiss of H.* for himself, his, &c. doth covenant, &c. to and with the said *T. B.* and his Assigns, by these Presents, that he the said *G. Marquiss of H.* his Heirs, Executors and Administrators, and all and every other Person, &c. from, by or under him the said *G. Marquiss of H.* shall and will from Time, &c. within the Space of seven Years next ensuing the Date of these Present Indentures, at and upon the reasonable Request, &c. of the said *T. B.* and his Assigns, make, execute, acknowledge, levy and suffer, and cause to be made, &c. all and every such further and other lawful and reasonable Act, &c. for the further, better, and more perfect Assuring and Conveying of the said Manor, &c. and all and singular other the Premises hereby demised or mentioned, &c. with their, &c. unto the said *T. B.* and his Assigns, for and during the said Term of 99 Years, if he shall so long live, as by the said *T. B.* or his Assigns, or by his or their Counsel, &c. shall be reasonably devised, advised or required, so as that any Person, for the doing thereof, shall not be required to go from the Place of his or her then Abode or Dwelling; **And** so as the same do not prejudice the Redemise intended to be made of the Premises by the said *T. B.* unto the said Lord Marquiss, by Indenture intended to bear Date the Day next after the Day of the Date of these Presents, for the Term of 98 Years, if the said *T. B.* shall so long live, whereupon is intended to be reserved the yearly Sum of 300 *l.* of, &c. in Manner as shall be therein in that Behalf expressed or contained. **In Witness, &c.**

Yearly Value.

Further Assurance.

Not to prejudice the Redemise.

*A Redemise to secure 300 *l.* per Ann. to the Grantor, during his Life.*

THIS Indenture made, &c. **Between** *T. B.* of, &c. of the one Part, and the Right Honourable *G. Lord Marquiss of H. Baron of E.* of the other Part, **Witnesseth**, that the said *T. B.* (for and in Consideration of the Rents, Reservations, Conditions, Covenants and Agreements herein after reserved, expressed and agreed upon, and also in Consideration of the Sum of 5 *s.* of, &c. to him the said *T. B.* in Hand paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said *T. B.* doth hereby acknowledge) **hath** bargained, sold, demised, and to Farm let unto the said *G. Lord Marquiss of H.* **All, &c.** (*as in the Deed of Demise, and with such Exceptions*) and all and every other the Messuages, Lands, Tenements and Hereditaments whatsoever, which in and by one Indenture, bearing Date the Day next before the Day of the Date of these Presents, made or mentioned to be made between the said *G. Lord Marquiss of H.* of the one Part, and the said *T. B.* of the other Part, are granted, &c. unto the said *T. B.* and his Assigns, for the Term of 99 Years, (if the said *T. B.* shall so long live) and also the Rents, Issues and Profits of all and singular the Premises hereby demised; **To have and to hold** the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised, with their and every of their Appurtenances, unto the said *G. Lord Marquiss of H.* his Executors, Administrators and Assigns, from the Day of the Date of these present Indentures, for and during, and until the full End and Expiration of the Term of 99 Years, if the said *T. B.* shall so long live; **yielding and paying** therefore yearly, and every Year, during the said Term, unto the said *T. B.* and his Assigns, at or in the common Dining-Hall of the *Inner Temple, London*, the annual Sum of 300 *l.* of, &c. at the two several Feasts or Days of Payment in the Year; (that is to say) the Feasts of *St. Michael the Archangel*, and the *Annunciation, &c.* by even and equal Portions, (other than the said Feast of the *Archangel* next after the Date hereof, without any Deduction, Defalcation or Abatement, for or by Reason of any Taxes, Charges or Impositions imposed, or to be imposed, ordinary or extraordinary, for or by Reason of any other Act, Matter or Thing whatsoever; the first Payment thereof to be made and begin, at or upon the Feast of *St. Michael, &c.* next ensuing the Date of these Presents. **And** the said *G. Marquiss of H.* doth covenant, promise, grant and agree to and with the said *T. B.* by these Presents, that he the said *G. Marquiss of H.* his Heirs, Executors or Administrators,

Covenant to pay the Rent of 300 *l.*

some

To discharge
the same from
Taxes.

To enter and
distrain.

To enter and
receive Rents.

To pay 75 l.
to the Execu-
tors of T. B.
after his De-
cease.

To enjoy un-
til Default.

some or one of them, shall and will, from Time to Time, and at all Times hereafter, during the said Term of 98 Years, if the said T. B. shall so long live, well and truly pay, or cause to be paid unto the said T. B. or his Assigns, the said yearly Rent of 300 l. at the Place and several Days above appointed for the Payment thereof, without any Defalcation, Deduction or Abatement whatsoever, for or by Reason of any Taxes, Charges or Impositions imposed, or to be imposed, or for or by Reason of any other Act or Matter or Thing, ordinary or extraordinary whatsoever; **And** that he the said G. Lord Marquifs of H. his Heirs, Executors and Administrators, or some or one of them, shall and will, from Time to Time, and at all Times, during the said Term, pay, satisfy and discharge all such Taxes, Charges and Impositions whatsoever, as is, are or shall be laid or imposed upon the said annual Rent of 300 l. or any Part thereof, or upon the said T. B. or his Assigns, for or by Reason of the same: **Provided always**, and the said Lord Marquifs of H. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said T. B. and his Assigns, by these Presents, that if it shall happen that the said yearly Rent of 300 l. or any Part thereof, shall be behind and unpaid by the Space of 14 Days, (for and during the said Term of 98 Years, if the said T. B. shall so long live) next over or after any of the said Days of Payment, (*alibough* (a) *no Demand thereof shall lawfully be made*); that then and in such Case, the said Lord Marquifs of H. his Heirs, Executors, Administrators and Assigns, shall for every such Default, forfeit and lose the Sum of 14 s. of, &c. and also the Sum of 7 s. *per Week*, for every Week after the said 14 Days, until the Arrears of the said annual Rent of 300 l. shall be fully satisfied or paid; (a) **Provided also**, and the said G. Lord Marquis of H. for himself, his Heirs, Executors, Administrators and Assigns, doth hereby grant to the said T. B. and his Assigns, that it shall and may be lawful to and for the said T. B. and his Assigns, into the said Manor, Messuages, &c. and Premises hereby demised, or into any Part and Parcel of them, to enter and distrain for the Arrears of the said annual Rent of 300 l. and for every of the said Penalties and Forfeitures, as often as they, or any of them, shall happen to be behind and unpaid, and the Distress and Distresses then and there found, to take, lead, drive, carry away, and the same to detain and keep, until the said T. B. and his Assigns shall be fully satisfied and paid the Arrears of the annual Rent with the Penalties and Forfeitures as aforesaid, for the Non-payment thereof: (b) **Provided also**, and the said G. Lord Marquifs of H. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said T. B. and his Assigns, by these Presents, that if the said annual Rent of 300 l. or any Part thereof, shall be behind and unpaid by the Space of 21 Days next over or after any of the said Days above limited and appointed for the Payment thereof, that so often as the same, or any Part thereof, shall so be behind and unpaid, it shall and may be lawful to and for the said T. B. and his Assigns, from Time to Time, into the said Manor, Messuages, &c. and Premises hereby demised, to enter and to receive and take the Rents, Issues and Profits of them, to his and their own Use and Uses, until the said T. B. and his Assigns, shall be well and truly satisfied and paid, by or out of the same Rents, Issues and Profits, all and every the Arrears of the said annual Rent of 300 l. with all such Penalties and Forfeitures for Non-payment of the same, as shall then be grown due either before or after such Entry, and also all Charges, Costs and Damages, which he or they shall then have sustained, been at or been put unto by Reason of such Non-payment. **And** the said G. Lord Marquifs of H. for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said T. B. by these Presents, that if he the said T. B. at the Time of his Decease shall have out-held one Quarter of a Year or more, from and after the last of the said Days of Payment so as above said limited for the Payment of the said annual Rent of 300 l. that then the said G. Lord Marquifs of H. his Heirs, Executors, Administrators and Assigns, or some or one of them, shall and will well and truly pay, or cause to be paid unto the Executors, Administrators or Assigns of the said T. B. the Sum of 75 l. of, &c. within the Space of 14 Days next after the Decease of the said T. B. at the Place herein before appointed for the Payment of the said annual Rent of 300 l. **And** the said T. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said G. Lord Marquifs of H. by these Presents, that he the said G. Lord Marquifs of H. his Heirs, Executors, Administrators and Assigns, duly paying the said yearly Rent herein before reserved, and duly performing

(a) This may be in or out, but where there is a Penalty, as in this Case, a Demand is not usually or rarely named.

(b) *Note*; The last Proviso is not agreed to, unless the Rents and Profits shall be made to go for or towards Satisfaction of the Arrears and Penalties, and then 'tis no more than what is before, and so it may be left out.

forming all the Covenants and Agreements on his and their Parts to be performed, contained in these Presents, and the said Indenture of Demise before mentioned, shall or lawfully may quietly and peaceably have, hold, occupy and enjoy the said Manor, Lands and Premises hereby demised, without Interruption of the said T. B. his Executors, Administrators or Assigns, and clear and free from all Incumbrances, had, made or done, or wittingly or willingly suffered by them, or either of them. **In Witness, &c.**

Deputations.

From a Lord of a Manor to hunt, &c. within his Manor.

To all to whom these Presents shall come, W. P. of, &c. and K. his Wife, Lord and Lady of the Manor of B. in the County of S. send Greeting. **Know ye,** that the said W. P. and K. his Wife, **Have** given and granted, and by these Presents **Do** give and grant unto E. B. Jun. of, &c. full Liberty to hunt at all seasonable Times hereafter, for the Space of three Years next ensuing the Date hereof, within the said Manor or Lordship of B. in the said County of S. and upon the Lands, and within the Limits, Bounds and Borders of the said Manor, as **We** ourselves ought or could do, without any Let, Denial or Disturbance whatsoever, giving likewise hereby full Power and Authority to the said E. B. Jun. and to his Assigns, from Time to Time, and at all Times hereafter, during the said Term, to seize all Greyhounds, Lurchers, Spaniels and Setting-Dogs, and likewise to seize all Sorts of Nets, Guns, Hand-Guns or Cross-Bows within the said Manor, of or from any Person or Persons who are prohibited by the Laws or Statutes of this Realm to keep the same, and who shall, during the above mentioned Term, hunt within the said Manor, without the Consent, Leave or Approbation of him the said E. B. Jun. and the said Dogs, Nets, Guns or Cross-Bows so taken from any Person or Persons whatsoever, to keep and detain to and for our Uses. **Given** under our Hands and Seals this — Day of — &c.

A Deputation from a Lord of a Manor, to a Steward to keep Courts.

NOW all Men by these Presents, that I A. B. of, &c. for divers good Causes and Considerations, me hereunto especially moving, **Have** given and granted, and by these Presents **Do** give and grant unto C. D. the Office of Steward of the Courts of my Manors of, &c. in the County of E. and do hereby make, ordain, nominate and appoint him the said C. D. Steward of all and singular the said Courts, and of all and singular my said Manors; **To have and to hold** the said Office of Steward to him the said C. D. to be executed by him the said C. D. or his sufficient Deputy, and for the Executing of the said Office, I the said A. B. do hereby give and grant unto the said C. D. all and every the Fees, Profits and Perquisites belonging to the said Office of Steward of the said Courts, of all and every the said Manors, or by Reason thereof, heretofore usually received and enjoyed by any other Steward of the same Manors, and also the Sum of, &c. yearly and every Year, upon the Feast-Day of, &c. **In Witness, &c.**

Another Deputation, to two Persons to keep Courts, &c.

NOW all Persons by these Presents, that **We** the Right Honourable J. Lord J. Baron of W. and the Lady C. my Wife, (sole Daughter and Heir of the Right Honourable P. late Earl of P. deceased) **Do** hereby make, constitute, ordain and appoint W. R. of, &c. Gent. and M. R. of, &c. Gent. jointly, and either of them severally, our Stewards and Recorders, and to hold and keep Courts Leet, Courts Baron, Courts of Survey, and other Courts needful and necessary, from Time to Time to be holden for our Manor or Lordship of C. or S. in the said County of G. which were late the Manor and Lordship of the said late Earl, and which by his Death descended to me the said C. as his Daughter and Heir; **And** to survey our said Manor and Lordship, and after such Survey taken, to make a due Return thereof to us, and also to receive all Heriots due on the Decease of any of the Tenants of the said Manor, rendring unto us at our Audir, from Time to Time, a true Account thereof, **And** to do and execute all Matters and Things necessary or needful for to be done in the Premises; **And we** hereby revoke all

other Powers before given to any Person or Persons whatsoever for the Purposes aforesaid, in the said Manor or Lordship: **Provided nevertheless**, that this our Deputation shall not continue longer than during our Wills and Pleasures. **In Witness, &c.**

A Deputation or Appointment of a Steward and Receiver of Rents, &c.

THIS Indenture made, &c. **Between** *A.* of the one Part, and *B.* of the other Part. **Whereas** the said *A.* is seised to him and his Heirs, of and in several Manors, Messuages, Farms, Lands, Tenements and Hereditaments, situate, &c. and other Places in the County of — **And whereas** the said *A.* now wanting a Steward or Receiver, to manage, improve and look after his several Estates aforesaid, and to receive and account with him for the Rents, Issues and Profits thereof; he the said *B.* in Consideration of a Salary to be allowed and paid to him as herein after is mentioned, hath agreed to use his utmost Care, as well in the Managing and Improving of the said Estates, as also in Receiving the Rents, Issues and Profits thereof; and upon Receipt thereof, duly to account for and pay the same to the said *A.* or his Order, in such Manner as herein after is expressed: **Now this Indenture witnesseth**, that the said *A.* for the Intent and Purpose aforesaid, and having a great Trust and Confidence in the Integrity of him the said *B.* hath nominated; constituted and appointed, and by these Presents doth nominate, constitute and appoint, and in his Place and Stead depute and put the said *B.* to be the true and lawful Attorney of him the said *A.* (for and during such Time only, and until he the said *A.* shall give Order to the contrary, or think fit to revoke these Presents) in his Name, and for his proper Use and Benefit, to ask, demand and receive of and from all and every the Bailiff and Tenants of the said Manor, &c. Hereditaments, and all and singular other the Estates and Premises belonging to him the said *A.* in the said County of *Y.* all and every Sum and Sums of Money whatsoever, as are now due to him the said *A.* for Arrears of Rent, in any Manner howsoever; and also all and every the yearly Rents, Quit-Rents, Heriots, and all other Rents, Issues and Profits whatsoever, and of what Nature or Kind soever, which now, or at any Time hereafter, during the Time aforesaid, shall become due, payable, or any ways belong to him the said *A.* from his Bailiff, and all and every his Tenants aforesaid; **And in Default** of Payment of all or any Part of the said Rents and Premises, to enter upon the said Premises, or any Part or Parts thereof, and make any Distress or Distresses for the same, and dispose thereof as the Law in such Cases directs, and to make or cause to be made any Avowry or Avowries, of or for any such Distress or Distresses; and also to commence any Action or Suit, in any Court of Law or Equity, for the Recovering and Receiving thereof, or of any Part thereof, and the same to carry on to Effect; and also during the Time aforesaid, to sell, or make any Contract or Contracts, for Sale of all or any of the Timber, or other Trees now growing upon any Part of the said Manors, Hereditaments and Premises; and likewise to let or set all or any Part of the said Messuages, Farms, Lands, Hereditaments and Premises, for any Term or Terms of Years, not exceeding — Years, at the best and utmost yearly Rent that can be gotten for the same, or to make any Contract or Contracts for so doing. **And** the said *A.* doth hereby further authorise and empower the said *B.* during the Time aforesaid, upon Receipt of all or any Part of the Rents, Issues, and other Profits of the said Premises, or of any Monies arising by Sale of any of the said Timber, or other Trees, either in the Name of the said *A.* or in his own Name, to give proper and sufficient Receipts and Discharges for the same, **And** generally to do, or cause to be done, all and every such other and further lawful Acts and Things whatsoever, in or about the aforementioned Premises, as shall be necessary and requisite to be done, during the Time aforesaid; and that as fully and effectually, to all Intents and Purposes whatsoever, as he the said *A.* could or might do in his own proper Person, if these Presents had not been made; and the said *A.* for himself, his Heirs, Executors and Administrators, doth hereby covenant with the said *B.* his Executors, Administrators and Assigns, in Manner as follows, *viz.* That he the said *A.* shall and will execute and perform all and every such Contract or Contracts, which he the said *B.* shall make, by Virtue of these Presents, as well for Sale of all or any of the said Timber, or other Trees aforesaid, as also for the making any such Lease or Leases of the said Premises, in Manner as is herein before mentioned touching the same; **And also**, that it shall and may be lawful to and for the said *B.* in the first Place, to deduct and retain out of the Rents and Profits of the said Premises, all such Costs, Charges and Expences, which he shall or may expend, disburse or pay for, by Reason or on Account of the Power hereby given; **And further also**, that he the said *A.* during all the Time aforesaid, shall and will, allow and pay unto the said

B. the yearly Sum of — as a Salary, to be payable half-yearly at — and — for his Care and Trouble in the Managing and looking after the said Estate and Premises, and for the Collecting, Receiving and Paying the Rents, Issues, Profits and Arrears thereof; **And that** it shall and may be lawful for the said *B.* to deduct and retain such Salary, when and as the same shall become due out of the Rents of the said Premises; the first Payment whereof to begin and be made on — Day now next ensuing; **And moreover**, that he the said *A.* his Executors and Administrators, shall and will avow, justify, make good and confirm all such lawful Acts and Things, as he the said *B.* shall lawfully do, or cause to be done, by Virtue of these Presents, and the Power hereby given. **And** the said *B.* (in Consideration of the Premises) doth hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said *A.* his Executors and Assigns, in Manner as follows, *viz.* That he the said *B.* shall and will lawfully, faithfully and honestly, execute and perform to the best of his Ability and Judgment, the aforesaid Trust and Authority so hereby reposed in him, and also shall and will, from Time to Time, at the End of every — during the Time of his Receivership, and also on the Determination thereof, give and deliver unto the said *A.* or his Assigns, a true, perfect, and just Account in Writing, of all and every such Sums of Money, as shall be by him then received upon Account of or in Respect of the said Estates and Premises, by Virtue of the Power hereby given; **And lastly**, that he the said *B.* his Executors or Administrators, shall and will, from Time to Time, and at all Times, during his Receivership, at the End or Determination thereof, well and truly pay, or cause to be paid unto or to or for the Use and Order of the said *A.* his Executors or Assigns, all and every such Sum and Sums of Money, as shall be by him received as aforesaid, so soon as conveniently may be after his Receipt thereof, (subject nevertheless to his and their then deducting thereout in the first Place, as well all such Costs, Charges and Expences, so by him actually disbursed on Account of such Receivership, as also so much of his said Salary of — so to be allowed and paid to him as aforesaid) as shall be then due to him or them) and that according to the true Intent and Meaning of these Presents. **In Witness, &c.**

Deputation for a Game-Keeper.

I**D** all, &c. *W. L.* of, &c. Esq; sendeth Greeting. **Know ye**, that I the said *W. L.* have appointed, authorised and impowered, and by these Presents **Do** appoint, authorise and empower *J. W.* of, &c. to be Game-Keeper of and within the Manor of *S.* in the County of *K.* and the Royalties, Rights, Members and Appurtenances thereto belonging in the said County, during my Pleasure; **And** I do hereby give and grant unto him the said *J. W.* during such my Pleasure, full Power and Authority to seize and take all and all Manner of Guns, Bows, Greyhounds, Setting-Dogs, Terrets, Trammells, Lowbells, Hayes, or other Nets, Hare-pipes, Snares, or other Engines for taking Conies, Hares, Pheasants, Partridges, or other Game; and also all Manner of Fishing-Nets, Angles, Leashes, Pitchers, and other Instruments or Engines for the taking of Fish, used and employed within the said Manor, and the Royalties, Members and Precincts thereof, by any Person or Persons whatsoever, prohibited by the Laws of this Realm, in any wise to use, imploy and keep the same, as any other Game-keeper may lawfully do; **And further** I do hereby give and grant unto him the said *J. W.* during my Pleasure, full Power and Authority to do all and every Act or Acts, Thing or Things, which by the Laws of this Realm are requisite and necessary for the Preservation of the said Game within the said Manor and Premises, and the Discovery of Offenders therein, against the Laws and Statutes in that Case made and provided. **In Witness, &c.**

An Indenture by a High Sheriff, deputing one to be his Under Sheriff.

T**H****I****S** Indenture made, &c. in the Year, &c. between *A. B.* of *R.* in the County of *T.* Esq; (now High Sheriff of the said County) of the one Part, and *C. D.* of, &c. in the said County, Gent. of the other Part. **Whereas** our Sovereign Lord the King, by his Majesty's Letters Patent, under the great Seal of Great Britain, bearing Date the seventeenth Day of this Instant *November*, hath made, nominated, constituted, assigned, and appointed the said *A. B.* to be High Sheriff of the said County of *T.* during his Pleasure: **Now this Indenture witnesseth**, that the said *A. B.* for the good Opinion which he hath conceived of the said *C. D.* and of the Trust and Confidence which he repositeth in him, hath deputed, assigned, constituted and ordained, and by these Presents **Doth** depute, assign, constitute and ordain him the said *C. D.* to be his Under Sheriff, of, for, and in the said County of *T.* during all the Time that he the said *A. B.* shall be and remain

remain Sheriff of the said County by Force of the Letters Patent aforesaid, and **Doth** hereby authorise the said *C. D.* to serve, exercise and execute the said Office of under Sheriff of the said County, under him the said *A. B.* in his Name, during all the Time aforesaid; **And** the said *A. B.* as far as in him lies, **Doth** also by these Presents grant unto the said *C. D.* that it shall and may be lawful to and for the said *C. D.* by Force hereof to appear, answer and serve, and minister as under Sheriff of the said County of *Y.* for and in the Name of the said *A. B.* as well in all Places of the said County of *Y.* as in all and every the Court and Courts within the Kingdom of *England*, and before all and every the Justices of *Oyer* and *Terminer*, Justices of Assize and Gaol-Delivery, Justices of the Peace, Coroners and Escheators, and other Officers and Commissioners of this Kingdom, where the said *A. B.* by Virtue of the said Office of Sheriffwick for the said County of *Y.* shall be bound, or ought to appear, answer, serve or be attendant; and to break open, answer, return and execute for him the said *A. B.* in his Name all Procefs, Writs, Precepts, Warrants, Mandates and Commandments to the Sheriff of the said County directed, or hereafter to be directed out of any of the Courts aforesaid, or from any the Justices, Coroners or Escheators aforesaid, and to do, perform and execute for him the said *A. B.* and in his Name, all and every Thing and Things, which by him the said *A. B.* by Virtue of his Office of Sheriffwick of the said County of *Y.* is to be performed, executed and done; **Saving always** and excepting the said *C. D.* shall not by Virtue thereof be authorized to open, return, send or execute any Writ or Writs for electing any Knights of the Shire, Burgeffes of Parliament for the said County of *Y.* or any Borough within the said County, nor open, execute, or answer any the Letters of the King's Majesty, or the Counsel, to be directed unto the said Sheriff of the said County of *Y.* without the special Warrant, Direction or Commandment of him the said *A. B.* for that Purpose: **And further**, the said *A. B.* doth by these Presents grant unto the said *C. D.* for the executing of the said Office, all the Fees, Duties and Profits to him due, arising and growing by the County Courts to be kept within the said County of *Y.* and all other Fees, Rewards, Duties, Allowances and Profits incident to the Office of Sheriffwick, or thereunto belonging, for which the said *A. B.* is or shall be allowed by the common Laws of this Nation, or Customs of the said County, either for the opening, returning or executing of any Writ, Precept or Procefs, Warrant or Commandment whatsoever, or for other executing of the said Office, and which have not been excepted heretofore, as the ordinary Fees of any other his Bailiffs or other Officers, to have and enjoy the said Duties, Fees, Rewards, Allowances and other Profits to his own Use, without an Account to be rendered to the said *A. B.* his Executors or Administrators for the same. **And** the said *C. D.* for, and in Consideration of the Benevolence aforesaid, and for the free Gift and Grant of the said *A. B.* doth for himself, his Heirs, Executors, Administrators and Assigns, and every of them, covenant, promise, grant and agree, to and with the said *A. B.* his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said *C. D.* shall and will at all Times from and after the Day of the Date of these Presents, duly, diligently, lawfully and carefully serve the said *A. B.* as his Deputy and Under Sheriff, of, in and for the said County of *Y.* without doing or committing any kind of Extortion or wilful misbehaving of himself in the said Office, **And** shall and will duly and respectively execute the said Office of Sheriffwick, under the Name of the said *A. B.* in all Points, so far forth as these Presents, the Laws of the Land or other Licence or Commandment of the said *A. B.* shall warrant or give Liberty, and shall and will in the Name of the said *A. B.* and his Deputy in the said Office of Under Sheriff of the said County of *Y.* be answerable, attendant and minister in all Courts of our Sovereign Lord the King, by and before the said Justices of Assize, Justices of the Peace and all Commissioners, Escheators, Coroners, and other Officers of our Sovereign Lord the King, before whom the said *A. B.* shall be bound or required to minister, answer or be attendant, in Respect of the said Office of Sheriffwick for the said County; and shall and will execute and make answer, true and sufficient Return of all such Procefs, Writs, Precepts and Commandments directed from his said Majesty, or from every and any of the said Courts, Justices, Commissioners, Escheators, and other Officers aforesaid, as shall be delivered to, or come to the Hands of him the said *C. D.* his Deputy or Deputies, Assignee or Assignees, or shall and will discharge and save harmless the said *A. B.* his Heirs, Executors and Administrators, and his, and their, and every of their Lands, Tenements, Goods and Chattels, of and from all Fines, Issues and Amerciaments, and other Penalties, Forfeitures, Pains Corporal and Pecuniary whatsoever, whereby or wherewithal the said *A. B.* his Heirs, Executors or Administrators, or his or their Lands, Tenements, Goods or Chattels, shall or may be charged or chargeable for his, the said *A. B.* or the said *C. D.* not executing, not filing, neglecting, mis-executing, evil returning, not serving, mis-returning, or mis-filing any of the

the said Writs, Procefs, Precepts, Warrants or Commandments aforefaid, or for the Abfence, evil Attendance, or not Attendance of the faid *A. B.* or of the faid *C. D.* or his Deputy as aforefaid, or other Mifdemaneors in the executing, not executing, or mif-executing of the faid Office in any thing which the faid *C. D.* might, by Virtue of thefe Presents, by himfelf or his Deputies, execute or perform, other than from fuch Fines, Ifsues, Amerciaments, and other Penalties as fhall be impofed or adjudged upon or againft the faid *A. B.* for or in Refpect of any Offence, Fault or Negligence by the faid *A. B.* at any Time after the Day of the Date of thefe Presents committed or omitted, or done, or to be committed, omitted, or done by himfelf in his own Perfon, or by any other, except the faid *C. D.* by his the faid *A. B.* his Commandment or Appointment, without the Consent of the faid *C. D.* **And** that the faid *C. D.* fhall himfelf, or his fufficient Deputy or Deputies, duly and lawfully keep, or caufe to be kept within the faid County of *Y.* all and fingular County-Courts of the faid County, at fuch Times and Places as hath heretofore been accuftomed; and that he the faid *C. D.* fhall and will make and appoint one or more Attorney or Attornies, Deputy or Deputies of Record in the Courts of Record, now commonly called the King's Bench, Common Bench and Exchequer, and in all other Courts and Offices wherein Attornies are commonly appointed, and fo fhall and will ordain, appoint and make, one or more able Deputy or Deputies, for him the faid *A. B.* in every Hundred within the faid County of *Y.* according to the Laws and Statutes in thefe Cafes made and provided, fo that the faid *A. B.* fhall not hereafter be liable to any Penalty or Forfeiture for want of any fuch Attorney or Deputy; and fhall and will at his own proper Cofts and Charges appear, and make ready all fuch Place and Places, where the Affifes, Gaol-Delivery or Seflions, fhall be from Time to Time holden, meet and convenient Court, Bars, and all other Things neceffary and convenient for the Juftices of the Affife, and other Juftices, to keep their Affifes and Gaol-Delivery and Seflions in; and fhall and will from Time to Time give Notice in convenient Time to the faid *A. B.* of every fuch Time and Times, Place and Places, where the perfonal Attendance of the faid *A. B.* fhall be requifite and neceffary, fo as the faid *A. B.* may be perfonally prefent at fuch Times and Places, when and where his perfonal Appearance and Attendance fhall be neceffary; **And furthermore,** that the faid *C. D.* by and during the Continuance of the faid Office, fhall and will well and truly collect, levy, gather and feife to the Ufe of our Sovereign Lord the King, all the Goods and Chattels of Felons and Fugitives, and all Perfons outlawed, and put in Exigent, and of all Perfons attainted and convicted of Treafon, Murder or Felony, which fhall happen within the faid County of *Y.* during the Time aforefaid, which fhall be due or forfeited to our Sovereign Lord the King by any Ways or Means aforefaid; **And** fhall and will from Time to Time well and truly collect and gather up all Fines, Amerciaments, Extracts, Certificates, Fee-farms, Pipe-Silver for Licences, Concord for Fines, green Wax, and all other Sum and Sums of Money, which to the Collection of the faid *A. B.* by Reason of the Sheriffwick of the faid County fhall appertain or belong, and which the faid *C. D.* fhall have a Warrant or lawful Authority to feife, levy or collect, or which he fhall have Notice of, and may reasonably come by, and thereof, and of every Part thereof, and of all other the Ifsues and Revenues of the faid County, and of all Sums of Money due, or hereafter, during the Continuance of the faid Office of Sheriffwick of the faid County, doth or may appertain, fhall and will to his Majesty in the Court of Exchequer aforefaid yield and give juft Account; **And alfo** that he the faid *C. D.* his Executors or Administrators, at fuch Days and Terms as he the faid *A. B.* is or fhall be required to enter into Account of the Court of Exchequer, for or touching the faid Office, the faid *C. D.* fhall and will enter into Account in the faid Court of Exchequer, in the Name of the faid *A. B.* for and concerning the faid Sheriffwick of the faid County of *Y.* in and upon which Account the faid *C. D.* his Executors and Administrators fhall and will truly answer all fuch Debts, Duties and Sums of Money, as the faid *C. D.* his Deputies, Officers or Servants, or any of the Bailiffs of any of the Hundreds of the faid County fhall have received, or might have received, or wherewith the faid *A. B.* as Sheriff of the faid County, fhall be any ways charged or chargeable with upon the fame Account; and the fame Account fhall and will, at his the faid *C. D.* his own Coft and Charges, profecute with Effect, until the fame Account be fully finifhed and concluded, without demanding any Allowance or Allowances of the faid *A. B.* his Executors or Administrators, for the fame; **And alfo** the faid *C. D.* his Executors and Administrators, fhall and will pay into the Receipt of Exchequer all fuch Sums of Money, as upon the faid Account fhall be found in Arrearages within one Year next after the Feaft of St. *Michael* next enfuing the Date hereof, and in the Name of the faid *A. B.* obtain a lawful Difcharge and *Quietus eft* out of the faid Court of Exchequer, for him the faid *A. B.* and the fame fhall and will deliver unto the faid *A. B.* his Heirs, Executors or Affigns, for a full Difcharge of him the faid *A. B.* his Heirs, Executors, Administrators and Affigns,

of and concerning the said Sheriffwick of the said County of *Y.* within one Year next after the said Feast of St. *Michael*, and that the said *C. D.* his Heirs, Executors, Administrators and Assigns, or some or one of them, shall and will, at some or one of their own proper Costs and Charges, disburse and pay for the said *A. B.* all and all Manner of Fees, Duties, Charges, Sum and Sums of Money, Rewards, Gratuities and Demands whatsoever, which shall be required, demanded or demandable of the said *A. B.* as due or accustomed to be paid or given by the Sheriff of the said County, for or by Reason of the said Account, without demanding any Allowance or Allowances thereof of the said *A. B.* his Heirs, Executors, Administrators or Assigns: **And** the said *C. D.* doth further, for the Consideration aforesaid, for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise, grant and agree, to and with the said *A. B.* his Heirs, Executors, Administrators and Assigns, by these Presents, that the said *C. D.* his Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, well, duly and truly satisfy and pay all and singular such Sum and Sums of Money as he the said *C. D.* or any Deputy, Clerk or Clerks, Bailiff or Bailiffs, Substitute or Substitutes under him, shall at any Time and Times, and all Times, levy and receive, by Virtue or Reason of any Writ or Writs, Process of Extent, *Liberate*, *Capias ad satisfaciendum*, *Fieri Facias*, *Elegit*, *Distingas nuper Vic'* against any former Sheriff, or any other Writ or Writs of Execution or Warrants whatsoever, according to the true Purport and true Tenor of any such Writ or Writs, Warrant or Warrants respectively, and in such Manner as by the same respectively shall be limited, required or appointed; **And** shall from Time to Time sufficiently save harmless and defend the said *A. B.* his Heirs, Executors and Administrators, of, for and from all and every Sum and Sums of Money as aforesaid. **And further**, he the said *C. D.* his Heirs, Executors, Administrators or Assigns, shall and will at his and their own proper Costs and Charges, conduct and safe Delivery make of all such Prisoners as are or hereafter shall be in the Custody of the Gaoler for the said County of *Y.* to such Person and Persons, and to such Place and Places, as the said *A. B.* shall by Writ, Warrant, or other Precept or Commandment, or by Virtue and in Respect of his said Office, be commanded or bound to deliver the same; **And further**, shall and will also, at his and their own proper Costs and Charges, execute, or cause to be executed, all such Persons as at any Time during the Time aforesaid shall be convicted and put in Execution, according to the several Judgments, if the same Person or Persons be not by any lawful Authority reprieved in the said Gaol: **And** the said *C. D.* doth further for himself, his Heirs, Executors, Administrators and Assigns, and every of them, covenant, grant, promise and agree, to and with the said *A. B.* his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said *C. D.* his Executors and Administrators, shall and will, upon the Discharge and giving up of the said Office to such as shall succeed in the said Office of Sheriffwick of and for the said County of *Y.* in due Form of Law deliver, or cause to be delivered, by Indenture to be made between the said *A. B.* and his Successor in the said Office, to the said Successor of the said *A. B.* in the said Office, or to his Deputy for the Time being, all such Prisoners as then shall be in the Custody of the said *A. B.* or any of his Deputies or Ministers, with the Causes of their Detainments and Imprisonments, and all such Iron Implements and Things as shall be in the Custody of the said *C. D.* belonging to the common Gaol of the said County, or to the Officers of the same, and also all Writs, Processes, Warrants, and other Things which then shall be in his Hands and Custody in Respect of the Office of Sheriffwick of, in and for the said County of *Y.* **And** the said *C. D.* doth further for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree, to and with the said *A. B.* his Heirs, Executors and Administrators, by these Presents, that the said *C. D.* his Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, discharge, defend and save harmless as well the said *A. B.* his Heirs, Executors and Administrators, and his and their Lands and Tenements, Goods and Chattels, as well against the King and all others whatsoever, of and from all Manner of Pains Corporal and Pecuniary, Forfeitures, Fines, Amerciaments, Debts, Accounts, Duties and Demands whatsoever hereafter lawfully to be commenced, prosecuted, imposed, demanded or demandable, of or against the said *A. B.* his Heirs, Executors or Administrators, or his or their Lands, Goods, Tenements and Chattels, for or by Reason of any Escape of any Prisoner or Prisoners whatsoever now under Execution or under Arrest, or hereafter to be had in Execution or under Arrest, for any Manner of Debt, Damage, Trespass, Account, or other Duties or Wrong, or for any Treason, Felony, or other Offence whatsoever, or for any other, or by Reason of Non-appearance of any Person arrested at the Day limited for the Appearance in any Court or Courts, or before any Judge or Judges, or Justices whatsoever, or for or by Reason of any false Return, not Return, or Mis-return of any Writ

Writ, Warrant or Process, or for any other Misbehaviour, Negligence or Laches of the said C. D. his Bailiffs or Officers executing, or Negligence in executing, or in not Execution of the said Office of Sheriffwick for the said County of Y. of, or for or by Reason of the not Levying, Answering or not Paying of any Sum or Sums of Money which shall or may, or ought to be collected or received by Virtue or by Reason of the said Office of the Sheriffwick of the said A. B. or having Relation thereunto, or by Reason of any Writ or Writs of Assistance for levying of any Sums of Money wherewith the said A. B. shall or may be charged or chargeable of or for any Matter, Clause or Thing having Relation to the said Office: **And** to the Intent that the said C. D. may the better perform the Execution of the said Office, the said A. B. is contented and pleased, and doth hereby grant unto the said C. D. that he the said C. D. shall have to his own Use the Benefits of such Bonds and Covenants as shall be taken of any Person or Persons wherein the same Person or Persons shall become bound unto the said A. B. as Sheriff of the said County of Y. with Condition for their or any of their Appearance in any Court, or elsewhere, before any Commissioners of his Majesty, and of all Obligations taken or to be taken of any Bailiffs or their Sureties, and of all other Bonds and Covenants which are or shall be made to the said A. B. as the Sheriff of the said County of Y. (except the Covenants herein contained) and the Bonds and Obligations taken or to be taken for the Performance of the said Covenants, and every of them, (except before excepted) and shall and may sue and prosecute the same in the Name of the said A. B. his Executors and Administrators, at the proper Costs and Charges of the said C. D. his Executors, Administrators and Assigns, and the Monies thereof and thereby recovered to have, take and detain, to his and their own Use and Uses, without any Account thereof to yield or make to the said A. B. his Heirs, Executors, Administrators or Assigns; **All** which said Bonds and Covenants (except before excepted) he the said A. B. doth for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree, to and with the said C. D. his Executors and Administrators, by these Presents, that neither he the said A. B. nor his Heirs, Executors or Administrators, or any of them, shall release, acquit nor discharge the said Bonds or Covenants, nor any Action, Plaint or Suit thereupon to be brought, or any Judgment or Execution thereupon to be had, without the Assent of the said C. D. his Executors, Administrators or Assigns, unless the said A. B. his Heirs, Executors or Administrators, shall be enjoined thereunto by Order or Course of Law or Equity. **And** the said C. D. doth further for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and grant, to and with the said A. B. his Heirs, Executors and Administrators, by these Presents, that he the said C. D. his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, discharge, defend and keep harmless the said A. B. his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of and from all Costs, Charges and Damages, which may arise or happen by Reason of any Bill in Equity, or of any Nonsuit or Judgment obtained by any Person or Persons of or upon any of the said Covenants, Obligations or Bonds to be taken for Appearance as aforesaid, or by Reason or Means of removing any Action or Suit in the Name of the said A. B. his Heirs, Executors or Administrators, against any Person or Persons, upon the same Covenants, Obligations, or any of them: **And whereas** it is agreed by and between the said Parties to these Presents, that the said C. D. shall become bound by Obligation to the said A. B. in the penal Sum of 500*l.* conditioned for the true Performance of the Covenants, Articles and Agreements in these Presents contained, on the Part and Behalf of him the said C. D. his Heirs, Executors and Administrators to be performed, and shall also produce five sufficient Sureties, before the 30th Day of *January* next ensuing the Date hereof, to become bound unto the said A. B. in the several penal Sums of 100*l.* a-piece, with the like Conditions as aforesaid: **Now** the said A. B. is contented and pleased, and **Doth** by these Presents for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and grant, to and with the said C. D. his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said A. B. his Heirs, Executors or Administrators, or some or one of them, shall and will within the Space of one Year next after the said C. D. his Heirs, Executors or Administrators, deliver or cause to be delivered unto the said A. B. his Heirs, Executors, Administrators or Assigns, the said *Quietus est* before in these Presents mentioned; the said A. B. his Heirs, Executors and Administrators, being first sufficiently and reasonably discharged and saved harmless of and from all the Payments, Penalties, Fines, Amerciaments, Damages, Dangers, and other Demands before in these Presents mentioned, upon the reasonable Request of the said C. D. his Heirs, Executors or Administrators, shall deliver or cause to be delivered up the said Obligations, so to be made by the Sureties of the said C. D. as aforesaid, to such Surety or Sureties respectively,

spectively, and to their respective Heirs, Executors or Administrators, to be cancelled. In
Witness, &c.

See Bonds.

An Indenture between the High-Sheriff and Gaoler.

THIS Indenture, made, &c. **Between** Sir *W. R.* of *N.* in the County of *Y.* on the one Part, and *A. B.* of the City of *Y.* Gent. on the other Part, **Witnesseth**, that the said Sir *W. R.* for divers good Causes and Considerations him thereunto moving, **Doth** nominate, constitute and appoint the said *A. B.* to be his Gaoler and Keeper of all and singular the Prisoners and Persons now in Custody within the Gaol and Castle of *Y.* in the said County of *Y.* as also Gaoler and Keeper of all and singular other Person and Persons, as at any Time or Times hereafter during the Time he the said Sir *W. R.* shall continue and be High-Sheriff of *Y.* and until he shall assign and set over the said Gaol to the next High-Sheriff, shall be sent, brought or committed to the said Castle of *Y.* by the Sheriff, Under-Sheriff, or his Deputy or Deputies, Justice or Justices of the Peace, Commissioners of Sewers, or any other Person or Persons whomsoever, having any lawful Authority thereunto; **And** by these Presents **Doth** grant unto the said *A. B.* all such lawful Profits, Fees and Duties, as are and shall be due unto him as Gaoler of the said Castle, from all and every Person and Persons committed, or to be committed to the said Gaol during the Time the said Sir *W. R.* shall continue Sheriff of the said County of *Y.* **And** the said *A. B.* doth for himself, his Heirs, Executors, Administrators and Assigns, and every of them, covenant, promise and grant, to and with the said Sir *W. R.* his Executors and Administrators, by these Presents, that he the said *A. B.* or his sufficient Deputies or Assigns, shall and will from henceforth stand and be charged with all and every the Prisoner and Prisoners in the said Castle, and also receive and take into his Custody and safe Keeping in the said Castle, all and every Prisoner and Prisoners which shall be from Time to Time hereafter committed or sent unto the said Castle by the said Sheriff, his Under-Sheriff, Bailiff or Bailiffs, Deputy or Deputies, Justice or Justices of the Peace, Justice or Justices of the Assise, *Nisi prius*, Gaol-Delivery, Oyer and Terminer, Commissioner or Commissioners of Sewers, or other Magistrate or Officer having a lawful Authority or Power so to do, and the same Prisoner or Prisoners so committed as aforesaid, and all other Prisoner or Prisoners now being or remaining in the Castle of *Y.* aforesaid, shall well and truly by himself, his Deputy or Deputies, keep safe and imprisoned, according to the Tenor, Purport and Effect of all such Warrants, Precepts or Commandments, by Virtue of which they, or any of them, shall be, or stand committed or imprisoned until such Prisoner or Prisoners shall be lawfully delivered, and set free and at Liberty, with the Allowance of his said Sheriff, or his Under-Sheriff; **And** that the said *A. B.* his Deputy or Deputies, shall not suffer any Prisoner or Prisoners whomsoever to be delivered out of the said Castle or Gaols without a *Liberate*, or some other sufficient Warrant from the said Sheriff or Under-Sheriff, or his or their Deputy or Deputies, under the Seal of the Office first had and obtained, and such Fees as of Right are and shall be due and belonging to the said Sheriff, be satisfied and paid: **And** the said *A. B.* for himself, &c. doth covenant, promise and grant, to and with the said Sheriff, his Executors and Administrators, by these Presents, that the said *A. B.* his Heirs, Executors and Administrators, or some of them, shall and will from Time to Time well and sufficiently keep harmless and indemnify the said Sheriff and his Under-Sheriff from all Action and Actions which hereafter shall or may be procured against them, or either of them, their or either of their Heirs, Executors or Administrators, for the Escape or Setting at Liberty any Person or Persons which shall or may be committed to the Custody of the said *A. B.* his or any of his Deputy or Deputies; **And** also that the said *A. B.* his sufficient Deputy or Deputies, shall and will at all and every Assise and Gaol-Delivery to be holden at the said Castle of *Y.* or elsewhere in the said County of *Y.* and at all and every the Sessions of the Peace within the said County during the Time the said Sheriff shall continue in his said Office, at his the said *A. B.*'s proper Costs and Charges, find and provide a top Hang-man or Slaughter-man for the Executing, Burning, Hanging or Quartering, and other the Execution or Correction of Criminals, as also Irons, Bolts, Locks, Manacles and Ropes, as often as Occasion shall be; **And** shall and will upon Demand deliver unto the said Sheriff, Under-Sheriff and Deputy, the said Castle or Gaol, as also a true and perfect Kalendar, containing all the Prisoners Names within the said Castle, and mentioning all the several Causes of their and every of their Imprisonment; **And** shall from Time to Time well and sufficiently save, defend, keep harmless and indemnified the said Sheriff, his Heirs, Executors and Administrators, of and from all Manner of Actions, Suits, Troubles,

Troubles, Executions, Fines, Penalties, Extents, Damages and Incumbrances whatsoever, for or by Reason or Colour of any Act or Neglect of him the said *A. B.* his Deputy or Deputies, Servants or Assigns; **And** that he the said *A. B.* his Executors, Administrators and Assigns, shall upon six Days Notice, as Warning, left with the Porter or Keeper of the Gates of the said Castle, give better and further Security for the safe Keeping of the Prisoners committed to the said Gaol, and to perform all Covenants, Promises and Agreements in these Presents contained, which on his and their Parts are to be observed and performed. **In Witness, &c.**

See **Bonds.**

Deputation to convey a Prisoner upon a Habeas Corpus.

A. *B.* Esq; Sheriff of the County of *Y.* to all to whom these Presents shall come, Greeting. **Whereas** I have received his Majesty's Writ to me directed, whereby I am commanded to have the Body of *W. H.* Gent. now Prisoner in my Custody, before his said Majesty on *Wednesday* next after, *&c.* to do and receive, *&c.* as by the said Writ more at large appeareth: **Now know ye,** that I the said Sheriff have nominated, deputed, authorised and made, and by these Presents do nominate, depute, authorise and make *A. B. C. D.* and *E. F.* of the City of *Y.* and every of them, to be my Deputies, and for them, or any of them, to take and receive into their or any of their Custodies, the said *W. H.* and him to convey to *Westminster*, and there have his Return to deliver into the said Court, and to do and perform for me what is by me there to be done. **Given** under the Seal of my Office this — Day of, *&c.*

Disclaimer.

By some of the Complainants in a Bill of Equity, exhibited against their Consent, by the other Complainants.

Whereas *A. B.* and *C.* in the Name of themselves, and also of us whose Hands and Seals are hereunto set, did in — Term, which was in the — Year of his present Majesty King *George's* Reign, exhibit into the Court of Exchequer of his said present Majesty, in the Office of his said present Majesty's Remembrancer, an *English* Bill against *H. D.* of *S.* in the County of *Y.* Gent. to be relieved for and touching the Matter therein contained: **Now know all Men by these Presents,** that we whose Hands and Seals are hereunto set, do jointly, and every of us doth for himself separately and respectively by these Presents renounce, disown and disclaim the said *English* Bill, and all Equity, Benefit and Relief thereby sought and sued for, and all and all Manner of Process and Proceedings whatsoever thereupon had and to be had in our, every or any of our Names or Behalves, and do declare and acknowledge, that the said Bill was exhibited, and the Suit prosecuted in our Names, without the Knowledge, Consent, Privity, Order or Direction of us, or any of us: And we do for ourselves jointly, and for every of us severally and respectively, remise, release and acquit the said *H. D.* his Executors and Administrators, and every of them, of and from the said Suit, and all Equity, Relief, Benefit and Advantage thereby sought and sued for, and of and from all Matters, Things, Claims and Demands therein mentioned to be due, or of Right belonging or appertaining to us, any or either of us, or therein complained of, so that we and every of us, and every of our Heirs, Executors and Administrators, shall be for ever hereafter debarred and excluded, by these Presents, of and from the prosecuting the said Suit by the said *English* Bill, and from prosecuting or suing the said *H. D.* his Executors or Administrators, for or in Respect of any Matter, Cause or Thing whatsoever, from the Beginning of the World unto the Day of the Date hereof. **In Witness, &c.**

Distribution.

A Deed of Distribution of a Bankrupt's Estate.

THIS Indenture, made, &c. Between J. W. Esq; W. T. and J. M. Gent. the major Part of the acting Commissioners named and authorised in the renewed Commission of Bankruptcy herein after recited, lately awarded against W. F. late of, &c. of the one Part, and F. E. J. F. W. C. jun. of, &c. W. C. of B. T. T. T. M. R. W. S. L. J. L. J. D. J. C. H. B. W. O. W. D. J. D. T. C. M. J. the said F. E. J. H. S. F. T. W. W. D. (and a great many other Creditors Names particularly mentioned) of the other Part. **Whereas** his late Majesty (King George) his Commission under the Great Seal of Great Britain, bearing Date at Westminster the, &c. grounded upon the several Statutes made concerning Bankrupts, hath been awarded, &c. against the said W. F. directed to the said J. W. W. T. and J. M. together with J. R. Esq; and R. W. Gent. therein named, thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same, as by the same Commission, Relation being thereunto had, may more fully and at large appear: **And whereas** the major Part of the Commissioners named and authorised in and by the said last mentioned Commission, having begun to put the same Commission in Execution, upon due Examination of Witnesses, and other good Proof upon Oath before them taken, did find that the said W. F. against whom the said Commission of Bankrupt was had, awarded and issued; for the Space of seven Years then last past and upwards, Did exercise and carry on the Trade or Business of a common Brewer at his House in B. aforesaid, and sought and endeavoured to get his Living thereby; and that he the said W. F. by Reason of such his Trade and Dealing, became justly and truly indebted, and did owe and stood indebted unto the above named F. E. and T. C. and unto divers other Persons, his Creditors, in several Sums of Money, amounting to the Sum of 670*l.* and upwards, of, &c. and being so indebted as aforesaid, he the said W. F. did before the Date and Suing forth of the same Commission, in the Judgment of the same last mentioned Commissioners, become a Bankrupt to all Intents and Purposes within the true Intent and Meaning of some or one of the Statutes made concerning Bankrupts; **And** the same Commissioners, in further Execution of the said last mentioned Commission, by Virtue of a Warrant under their Hands and Seals, did seize and take into their Possession divers Goods, Wares and Merchandises, Household-Stuff, and Implements of Household-Stuff, Bedding, Linen, Brasses, Pewter, and other Commodities and Effects of and belonging to the said W. F. and remaining with his Dwelling-house, Yard and Brewhouse, which have been duly inventoried and appraised by honest Men of Skill and Judgment, who have valued and appraised the same at the Sum or Value of 160*l.* 18*s.* 6*d.* as by the particular Inventories and Appraisement thereof deliver'd to the same Commissioners (a true Copy whereof is annexed to the Indenture of Assignment herein after next recited) may appear: **And whereas** the same Commissioners, in the said Commission, Parties to these Presents, in Execution of a renewed Commission bearing Date at Westminster the, &c. by their Indenture of Assignment under their Hands and Seals bearing Date the 27th Day of June in the first Year of the Reign of his present Majesty King George, (reciting as above is recited, and further reciting, that there were divers Goods, Wares and Merchandise, Sum and Sums of Money, Estate and Effects due, owing and belonging to the said W. F. and his Estate) did order, bargain, sell, assign and set over unto the above named F. E. and T. C. their Executors, Administrators and Assigns, all and singular the Goods, Wares and Merchandises, Household-Stuff and Implements of Household-Stuff, and all other Things before mentioned and contained in the said Schedule or Inventory thereunto annexed, and all other Goods, Wares and Merchandises, Debts, Sum and Sums of Money due, owing and belonging to the said W. F. or his Estate; To have and to hold the same unto the said F. E. and T. C. their Executors, Administrators and Assigns for ever; In Trust nevertheless to and for the Use, Benefit and Advantage of them the said F. E. and T. C. and all such other of the Creditors of the said W. F. who had sought, or then after should in due Time come in as Creditors under the said Commission, and seek Relief thereby, and contribute towards the Charges thereof, according to the Directions and Limitations of the several Statutes in that Behalf made and provided, and to and for no other Use, Intent or Purpose whatsoever; as in and by the said recited Indenture of Assignment, Relation being thereunto had, may more fully appear: **And whereas** his present Majesty's Commission under the Great Seal of Great Britain,

Britain, bearing Date at *Westminster* the 19th Day of *February* in the first Year of his Reign, grounded upon the several Statutes therein mentioned concerning Bankrupts, hath been also awarded against the said *W. F.* directed to the same Commissioners, thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same: **And whereas** the Commissioners, Parties to these Presents, being the major Part of the Commissioners named and authorised in and by the said last mentioned Commission, having begun to put the same Commission in Execution, did cause due Notice to be published in the *London Gazette* at their — to make a Distribution of the said Bankrupt's Estate and Effects: **And whereas** the full Space of four Months since the Date and Suing forth of the said last mentioned Commission long since expired, and sufficient Notice hath been given of the intended making of this present Deed of Distribution, by publishing the same in the *London Gazette* as aforesaid, and no other, the Creditors of the said *W. F.* other than the Persons above named as Creditors, Parties to these Presents, have come under the said Commission, and sought Relief thereby, or paid Contribution Money towards the Charges thereof, according to the Directions of the said Statutes, or for any Debt due or claimed to be due and owing by and from the said *W. F.* **And whereas** the said Commissioners, Parties to these Presents, upon the like due Examination of Witnesses, and other good Proof upon Oath before them had and taken, have found that the said *W. F.* at the Time he became a Bankrupt as aforesaid, was justly and truly indebted, and still doth owe and stand indebted unto the said *F. E.* and *T. C.* and such other of the Creditors above named, Parties hereunto, who have already made full and due Proof of their several and respective Debts, in several Sums of Money, amounting to the Sum of 768 *l.* 2 *s.* 2 *d.* which said Sum of 768 *l.* 2 *s.* 2 *d.* so proved as aforesaid, the Particulars whereof, together with the several and respective Persons Names who have proved their several and respective Debts, are mentioned and set forth in a Schedule hereunto annexed: **And whereas** it appears by an Account delivered to the said Commissioners, Parties to these Presents, that the said *F. E.* and *T. C.* have had and received by and out of the Estate and Effects of the said *W. F.* the Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ over and above all Charges and Expences in suing forth and prosecuting the said Commission, (the Particulars whereof are also contained in the said Schedule hereunto annexed): **And whereas** the said Creditors, Parties hereunto, have made, and by these Presents do make their Request unto the said Commissioners, Parties to these Presents, to divide and distribute unto and amongst them the said Creditors the said Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ ratably and proportionably to be divided amongst them, according to the several and respective Debts due and owing unto them by and from the said *W. F.* for and towards Payment and Satisfaction of the same: **Now this Indenture witnesseth**, that the said Commissioners, Parties to these Presents, in further Execution of the said Commission, and of the Statutes therein mentioned, and by Force and Virtue thereof, and of the Power and Authority to them thereby given, and for and in Consideration, and to the Intent and Purpose that a due and legal Distribution may be effectually made of the said Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ **Have** ordered, distributed, divided and set over, and by these Presents they the said Commissioners, Parties to these Presents, do, as much as in them lieth, and they lawfully may, order, distribute, divide and set over unto and amongst them the said Creditors, Parties to these Presents, the said Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ in Manner following, (that is to say) To each and every of them the said Creditors, Parties hereunto, a Part and Proportion of the same, Share and Share alike, according to the Quantity and Proportion of their several and respective Debts; **To have**, hold and enjoy the said Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ and every Part and Parcel thereof, unto them the said Creditors, Parties hereunto, their respective Executors and Administrators, as his and their own proper Money and Estate, for and towards Payment and Satisfaction of their said several and respective Debts, as far as the same will amount unto, to be ratably and proportionably divided amongst them as above is mentioned: **And** the said Creditors above named, Parties hereunto, for themselves severally and not jointly, or the one for the other of them, and for their several and respective Heirs, Executors and Administrators, do covenant, promise and agree, to and with the said Commissioners, Parties to these Presents, their respective Executors and Administrators, and to and with every of them by these Presents, that they the said Creditors, Parties hereunto, their respective Executors and Administrators, shall and will, as far forth as his or their respective and particular Interest shall extend, well and sufficiently save, defend, keep harmless and indemnified the said Commissioners, Parties to these Presents, their Bodies, Lands, Tenements, Goods and Chattels, and every Part of them, of, from and against all and all Manner of Action and Actions, Suits, Charges, Damages and Expences whatsoever, which they the said

said Commissioners, Parties to these Presents, or any of them, shall or may suffer, sustain, or be put unto, for or by Reason or Means of this present Deed of Distribution, or their or any of their lawful Intermeddling in or with any Part of the Estate or Effects of the said *W. F.* In Witness, &c.

Enfranchisement.

A Deed of Enfranchisement of Copyhold Lands from the Lord of the Manor to the Copyholder.

Recital of
Surrender,

so as the Lord
may convey
the Premises
as free Lands,
&c. and ab-
solutely en-
franchise the
same.

Agreements so
to do.
Consideration.

Parcels, &c.

Habendum.

To the Use of
C. W.

THIS Indenture made, &c. Between *J. L.* of — of the one Part, and *C. W.* of — of the other Part. **Whereas** the said *C. W.* has duly surrendered into the Hands of the said *J. L.* Party hereto, Lord of the Manor of *E.* in the County of *S.* by the Acceptance of *T. S.* Deputy of *J. A.* Esq; Steward of the said Manor, according to the Custom of the same Manor, the Copyhold Messuage or Tenement, and the several Closes or Parcels of Ground therein and herein after particularly mentioned and expressed, unto the Use of the said *J. L.* his Heirs and Assigns for ever, as in and by the said Surrender, Relation, &c. which said Surrender was so made, that the said *J. L.* Lord of the said Manor, might thereupon grant and convey the same Messuage or Tenement, Closes, Pieces or Parcels of Land and Premises, unto the said *C. W.* his Heirs and Assigns, as free Lands and Tenements, and absolutely and effectually enfranchise the same to the said *C. W.* his Heirs and Assigns for ever, which he hath agreed with the said *C. W.* to do upon the Consideration and Terms herein after expressed: **Now this Indenture witnesseth**, that the said *J. L.* Lord of the said Manor, as well in Pursuance and Performance of the said Agreement on his Part, as in Consideration of the Sum of — of, &c. to him the said *J. L.* by the said *C. W.* well and truly in Hand paid, at, &c. the Receipt, &c. **hath** granted, bargained, sold, released, remised, aliened, infeoffed and confirmed, and by these Presents **Doth** fully, clearly and absolutely grant, &c. unto the said *C. W.* and his Heirs, **All** that, &c. (All which said Premises were late the Estate of *E. D.* of — and are situate, &c. and are now in the Tenure, &c. of *W. A.* his, &c.) **And all** and singular the Ways, &c. and the Reversion, &c. and all the Estate, &c. which he the said *J. L.* or any Person or Persons to his Use or in Trust for him, have or hath, of, in, to or out of the said Premises, or any Part thereof in Law or Equity, or otherwise howsoever; **Of** all which said Messuages, &c. the said *C. W.* is now in the actual Possession, and the same are demised by Virtue of a Bargain and Sale thereof, to him made by the said *J. L.* for the Term of one whole Year, by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and made or mentioned to be made between the said Parties to these Presents, and by Force of the Statute for Transferring of Uses into Possession; **To have and to hold** the said Messuages, &c. and Premises hereby granted and released, or meant, mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *C. W.* his Heirs and Assigns; **To the only Use** and Behoof of him the said *C. W.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, **And** that freely, &c. (free from Incumbrances; that *J. L.* has not conveyed the Premises, otherwise than as Copyhold to any other Person; for quiet Injoyment; for further Assurance; Vide Tit. **Covenants**, and the following Precedents.) **In Witness**, &c.

Another.

Recital that
the Copyhol-
der is seised,
and that the
Lord has
agreed to en-
franchise the
Premises.

THIS Indenture made, &c. Between *T. P.* of — Esq; Lord of the Manor of *B.* in the County of — of the one Part, and *C. R.* of — of the other Part. **Whereas** the said *C. R.* is seised to him and his Heirs, at the Will of the Lord, according to the Custom of the said Manor of *B.* of and in all those Customary or Copyhold Heritable Tenements, *B. C.* and *K.* held of the said Manor, and the said *T. P.* hath agreed, in Consideration of the Sum of, &c. of lawful Money of *Great Britain* to enfranchise the same, so that the said *C. R.* and his Heirs may enjoy the same, and Freehold and Inheritance thereof, free from all Customs, Heriots, Suits and Services: **Now this Indenture witnesseth**, that in Performance of the said Agreements, and for absolutely en-
franchising

franchising the same Copyhold Premises, and in Consideration of the Sum of, &c. the Receipt, &c. he the said *T. P.* hath granted, &c. (as in the foregoing Precedent) and by, &c. **Doth** grant, &c. unto the said *C. R.* (in his actual Possession now being by Grant: Virtue of a Bargain and Sale to him thereof made for one whole Year by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute, &c.) and to his Heirs, **All** those Tenements or Copyholds, or Customary Estates commonly called, &c. and all Ways, &c. and the said *T. P.* doth hereby grant to the said *C. R.* his Heirs, the like and same Common as he was intitled unto when a Copyholder, and the Reversion, &c. of the said Premises, and all Heriots, Quit-Rents, Duties, Suit and Service to be due and paid for the same, and all the Estate, &c. of the said *T. P.* in and to the same; **To have and to hold** the said Tenements, and all and singular, &c. (as in the last Precedent to) for ever, enfranchised, freed and absolutely discharged, of and from all Rents, Heriots, Suits and Services whatsoever, due, payable, or to be performed to the said *T. P.* as Lord of the Manor of *P.* by Usage, Custom, Prescription, or otherwise howsoever. † (Covenant that *T. P.* is lawfully seised of the Premises, subject to the Estate of *C. R.* that he has a Right to enfranchise the same; that *C. R.* shall peaceably enjoy; free from Incumbrances; for further Assurance, Vide Tit. **Covenant**, and the following Precedents.) **In Witness, &c.**

A Recital may be of the Grantor's being seised in Fee-simple of the Manor, and the Copyholder of his Copyhold, thus.

— * **Whereas** the said *A. B.* is lawfully seised to him and his Heirs, in Fee-simple, of the Manor of, &c. and the said *C. D.* is and stands seised to him and his Heirs, according to the Custom of the said Manor, of and in, &c.

This Proviso may sometimes be necessary to be added after the Habendum.

— † **Provided always**, and it is the true Intent and Meaning of these Presents, and of the Parties hereunto, that these Presents, or any Clause, Matter or Thing herein contained, shall not extend or be deemed, taken or construed to extend to enfranchise or make free the remaining, or any other Parts of the several Copyhold Lands or Tenements, not herein before granted, and now or late of him the said *D.* or any of them, or to acquit or discharge the said remaining, or other Parts from any Payments, Rents, Quit-Rents, Fines, Heriots, Fealty, Suit of Court, or any other Payments, Duties, Customs or Services, which by, or according to the Custom of the aforesaid Manor, the said respective Copyhold Lands or Tenements, or any of them, have at any Time heretofore been subject or liable to, or charged with, or which have been, or ought to have been paid, done or performed, for or in Respect of the said respective Lands or Tenements, as Copyhold and Parcel of the said Manor; **Neither** shall the yearly Quit-Rents, whereby the said Lands or Tenements are severally holden, be apportioned, divided, lessened or extinguished by Reason of these Presents, or of the Grant and Enfranchisement hereby made, but the same shall be paid, done and performed, only out of, and for and in Respect of the said remaining Parts of the said Copyhold Lands or Tenements not hereby granted, and no Part thereof out of, or for or in Respect of the said hereby granted Lands, Grounds, Hereditaments and Premises, or any Part thereof.

Another Deed of Enfranchisement.

THIS Indenture made, &c. **Between** *A.* of the one Part, and *B.* of the other Part, **Witnesseth**, that the said *A.* for and in Consideration of the Sum of 22*l.* of, &c. to him the said *A.* by the said *B.* at, &c. well and truly paid, the Receipt, &c. and thereof, &c. **hath** granted, &c. and by, &c. **Doth**, &c. unto the said *B.* and his Heirs, **All** that Messuage, &c. **Which** said Messuage and Premises, with the Appurtenances, are situate, lying and being in *E.* in the County of *H.* and are Copyhold Lands and Tenements, held by the said *B.* of the said *A.* as Lord thereof, and are intended by these Presents to be fully and absolutely enfranchised, to all Intents and Purposes whatsoever, together with all Barns, &c. and the Reversion, &c. and all Rents, &c. and also all Deeds, &c. concerning the Premises only, or concerning only any Part thereof, together with true Copies of all the Evidences and Writings touching the Premises, or any Part thereof, amongst other the Lands of the said *A.* to be made at the Costs and Charges of the said *B.* his Heirs and Assigns; **To have and to hold** the said Messuage, *Habendum*, &c.

Use.

Letter of Attorney to make Livery.

&c. and all and singular other the Premises by these Presents mentioned or intended to be granted, bargained, sold, aliened, infeoffed and confirmed, with their and every of their Appurtenances, unto the said B. his Heirs and Assigns, to the only Use and Behoof of the said B. his Heirs and Assigns for ever; **And** the said A. for himself, &c. (*Covenants for quiet Enjoyment*); **And to the End** and Purpose, that the Estate in and by this present Indenture granted, may be fully executed, according to the true Intent and Meaning of these Presents, the said A. hath nominated, constituted and appointed, and in his Place and Stead put, and by these Presents doth, &c. and in his Place and Stead put C. of, &c. C. D. of, &c. jointly, and each of them, by himself severally, his true and lawful Attornies, and by these Presents doth give and grant unto the said C. and D. jointly, and each of them by himself severally, full Power and Authority for him, and in his Name and Stead, into the said Messuage and Premises, and every or any Part thereof, in the Name of the whole to take and receive, and after peaceable Possession thereof had and taken as aforesaid, to deliver quiet and peaceable Possession and Seisin thereof, or of any Part or Parcel thereof, in the Name of the whole, to the said B. his Heirs or Assigns, or to his or their lawful Attorney or Attornies, sufficiently authorised to receive and take the same, and him or them to leave in quiet and peaceable Possession, according to the true Intent and Meaning of these Presents; and the said A. doth hereby allow, ratify and confirm whatsoever the said C. and D. or either of them shall lawfully do, or cause to be done in or about the Premises, by Virtue of these Presents, to be as good, effectual and available in the Law, to all Intents and Purposes, as if the said A. had done the same in his own Person, or had been present at the doing thereof. **In Witness, &c.** (a)

A Deed of Enfranchisement with Reservations.

THIS Indenture made, &c. **Between** W. H. the Elder, of C. in the County of E. (Lord of the Manor of B. in the said County of E.) of the one Part, and W. P. W. of, &c. Esq; of the other Part. **Whereas** the said W. P. W. at a Court held for the said Manor, on or about the 15th Day of April in the third Year of the Reign of, &c. was admitted Tenant in Fee-simple by Copy of Court-Roll, according to the Custom of the said Manor, to the several Copyhold or Customary Lands, Grounds and Hereditaments herein after mentioned; (that is to say) **To** one Close or Parcel of Land called, &c. **All** which Close, &c. are situate, lying and being in the Parish of C. aforesaid, and within the said Manor of B. and now are, or late were in the Tenure or Occupation of J. C. and W. M. or one of them, **And** are Copyhold Lands of Inheritance held by the said W. P. W. of the said W. H. the Elder, as Lord of the Manor of B. **And** are intended by these Presents to be fully and absolutely enfranchised, to all Intents and Purposes whatsoever: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 48 l. of, &c. to the said W. H. in Hand, &c. at, &c. the Receipt, &c. **He** the said W. H. **hath** granted, bargained and sold, **And** by these Presents **Doth** grant, bargain and sell unto the said W. P. W. his Heirs and Assigns, **All** the said Close, &c. and all and singular other the Premises herein before mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, and all Ditches, Trees, Commons and Common of Pasture, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever to the said Lands, Grounds and Premises, or to any Part or Parcel thereof, belonging or in any wise appertaining; **And** the Reversion and Reversions, Remainder and Remainders of the said Lands, Grounds and Premises, and all Rents, Heriots and Services, of all and singular the Premises, and of every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever, either in Law or Equity of him the said W. H. of, in, and unto the same Premises, and every or any Part or Parcel thereof; **To have and to hold** the said Close, &c. and all and singular other the Premises hereby granted, &c. or mentioned, or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said W. P. W. his Heirs and Assigns, **To** the only Use and Behoof of the said W. P. W. his Heirs and Assigns for ever; **Discharged** of and from all Services whatsoever, other than and except Fealty and Suit of Court, and the Quit-Rents herein after mentioned; yielding therefore for ever hereafter, unto the said W. H. his Heirs and Assigns, Lords of the said Manor, such yearly Quit-Rents as have been heretofore usually paid for the same Premises; **And** the said W. H. the Elder, for himself, his Heirs, Executors and Administrators, doth covenant with the said W. P. W. his Heirs and Assigns, in Manner following, *viz.* That he

(a) *Note*: A Memorandum of Livery was indorsed.

he the said *W. H.* (notwithstanding any Act, Matter or Thing done or wittingly suffered by him the said *W. H.* or by Sir *E. H.* Knt. deceased, late Father of the said *W. H.*) now hath in himself good Right and full Power to grant and convey the said Close, Crofts, Lands, Grounds, Hereditaments and Premises hereby mentioned or intended to be granted, bargained and sold, with their Appurtenances, unto the said *W. P. W.* his Heirs and Assigns, according to the Purport and true Meaning of these Presents; **And also** that (notwithstanding any such Act, Matter or Thing, done or suffered as aforesaid) it shall and may be lawful to and for the said *W. P. W.* his Heirs and Assigns, from Time to Time, and at all Times hereafter, (subject only to the said yearly Quit-Rents, and to the Fealty and Suit of Court as aforesaid) peaceably and quietly to hold and enjoy the said Close, Crofts, Lands, Hereditaments and Premises hereby granted, bargained and sold, or mentioned or intended so to be, and every Part thereof, with their Appurtenances, and to receive and take the Rents and Profits thereof to his and their own Use, without any the lawful Let, Suit, Trouble, Eviction or Interruption of or from the said *W. H.* his Heirs or Assigns, or of or from any other Person or Persons whatsoever, lawfully claiming or which shall lawfully claim, by, from or under or in Trust for them, or any of them, or by, from or under or in Trust for the said Sir *E. H.* deceased, **And** that free and clear, and freely, clearly and absolutely acquitted and discharged of and from all and all Manner of former and other Titles, Charges, Settlements and Incumbrances whatsoever, had, made, done, or wittingly or willingly suffered by the said *W. H.* or by the said Sir *E. H.* or any other Person or Persons whatsoever, claiming or to claim, by, from or under, or in Trust for them, or either of them; **And further**, that he the said *W. H.* and his Heirs, and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall have or lawfully claim any Estate, Right, Title, Interest, Trust or Demand whatsoever, either in Law or Equity, in, to or out of the said Closes, Crofts, Lands and Premises hereby granted, bargained and sold, or mentioned or intended so to be, or any Part thereof, by, from or under or in Trust for the said *W. H.* or his Heirs, or by, from or under or in Trust for the said Sir *E. H.* deceased, (except such Person or Persons lawfully claiming or to claim the said yearly Quit-Rents and Fealty and Suit of Court, for or in Respect of the same yearly Quit-Rent and Fealty and Suit of Court only) shall and will, from Time to Time, and at all Times hereafter, within the Space of 10 Years next ensuing the Day of the Date hereof, upon the reasonable Request, and at the Costs and Charges in the Law of the said *W. P. W.* his Heirs or Assigns, make and do, or procure to be made and done, all and every such further reasonable Acts and Things whatsoever, for the further and better Assuring and Confirming of the said Close, Crofts, Lands, Hereditaments and Premises, and every Part thereof, with their Appurtenances, unto and to the Use of the said *W. P. W.* his Heirs and Assigns for ever, as by the said *W. P. W.* his Heirs or Assigns, or his, their or any of their Counsel learned in the Law, shall be reasonably devised, advised or required, so as for the making of such further Assurances, no Person be compelled to travel further than the Cities of *London* and *Westminster*, or one of them, and so as such further Assurance contain no further or other Warranty or Covenant than against the respective Persons that shall respectively make the same, and their respective Heirs, and all Persons lawfully claiming, or which shall lawfully claim, by, from or under them. **In Witness, &c.**

Another, to be inrolled.

THIS Indenture, &c. Between Sir *J. R.* of, &c. Bart. (Lord of the Manor of *H. S.* in the County of *M.*) of the one Part, and *M. F.* of, &c. Yeoman of the other Part. **Whereas** the said Sir *J. R.* hath agreed with the said *M. F.* to enfranchise **All** those two Closes or Parcels of Land and Meadow, situate, &c. called, &c. containing, &c. and bounding, &c. and as the said Premises are now in the Possession or Occupation of the said *M. F.* his Undertenants or Assigns, all which Premises are Copyhold and Parcel of and holden of the said Manor of *H. S.* and of which said Copyhold Premises the said *M. F.* is now seised to him and his Heirs, at the Will of the Lord, according to the Custom of the said Manor, under the Rent and Services due and payable for the same, to the End that the said *M. F.* may be seised of the said Premises, to him and his Heirs for ever; reserving the Rent nevertheless to the said Sir *J. R.* his Heirs and Assigns for ever, the yearly Sum of 5 s. in the Nature of a Quit-Rent, payable on the Feast-Day of *St. Michael the Archangel*, in every Year; and also paying to the said Sir *J. R.* his Heirs and Assigns for ever, Lords of the said Manor, the like Sum of 5 s. as a Relief, on the Death of him the said *M. F.* or such other Person or Persons whomsoever, who at any Time

Recital of Agreement to enfranchise Copyhold Lands. Seised of Copyhold.

Reservations.

Time or Times hereafter shall die seised of the said Premises; the said *M. F.* his Heirs and Assigns likewise doing Suit to the Court of the said Manor of *H. S.* as other the Freehold Tenants of the said Manor ought of Right to do, with Power for the said Sir *J. R.* his Heirs and Assigns, to distrain for the said Rent, Relief and Suit, when and as often as the same become due, and to be paid and performed, as herein after mentioned: **Now this Indenture witnesseth,** that in Pursuance of the said Agreement, and for and in Consideration of the Sum of 150*l.* of, &c. to him the said Sir *J. R.* in Hand well and truly paid by the said *M. F.* at or before the Sealing and Delivery of these Presents, the Receipt, &c. **He** the said Sir *J. R.* hath granted, bargained, sold, remised, released and confirmed, **And** by these Presents **Doth**, &c. unto the said *M. F.* his Heirs and Assigns, **The** said two Closes of Land and Meadow, and all and singular the Premises herein before mentioned, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said Sir *J. R.* of, in, or to the said Premises, or of, in or to any Part or Parcel thereof; **To have and to hold** the said Premises hereby granted, bargained, sold, remised and released, or meant, mentioned or intended so to be, with their and every of their Appurtenances, unto the said *M. F.* his Heirs and Assigns, to the only proper Use and Behoof of the said *M. F.* his Heirs and Assigns for ever; **Yielding and paying** therefore yearly, and every Year, unto the said Sir *J. R.* his Heirs and Assigns, Lords of the said Manor for ever, the Sum of 5*s.* for and as in the Nature of a Quit-Rent, on the Feast-Day of *St. Michael the Archangel*, in every Year; **And also yielding** and paying unto the said Sir *J. R.* his Heirs and Assigns, Lords of the said Manor for ever, the like Sum of 5*s.* for and as in the Nature of a Relief, on the Death of the said *M. F.* or such other Person or Persons, who at any Time hereafter shall die seised of the said Premises; **And** the said *M. F.* his Heirs and Assigns, from Time to Time, and at all Times hereafter for ever, for or in Respect of the said Premises, doing also Suit to the said Court of the said Manor of *H. S.* as other the Freehold Tenants of the said Manor do or ought of Right to do; or on his or their making any Default or Defaults therein, in paying unto the said Sir *J. R.* his Heirs and Assigns, Lords of the said Manor, the Sum of 4*d.* when demanded; **Provided always**, and it is hereby agreed, covenanted and concluded by and between the said Parties to these Presents, and it is the true Intent and Meaning of the same, and the said *M. F.* for himself, his Heirs and Assigns, doth hereby agree and grant, that if the said several Sums of 5*s.* 5*s.* and 4*d.* herein before reserved and payable, or any of them, shall be behind and unpaid in Part or in all, at such Times, and in such respective Cases, as is herein before limited for Payment of the same; and likewise if the said *M. F.* his Heirs or Assigns, or such other Person or Persons, as at any Time or Times hereafter shall become seised of the said Premises, shall neglect to make Suit at such Courts, as from Time to Time shall be held for the said Manor of *H. S.* and on every such Default or Neglect shall not pay the said Sum of 4*d.* to the said Sir *J. R.* his Heirs or Assigns, Lords of the said Manor, for every such Default or Neglect, the same being first demanded; that then in all and every or any such Cases, it shall and may be lawful to and for the said Sir *J. R.* his Heirs or Assigns, Lords of the said Manor, into and upon the said hereby granted Premises, or any Part of them, to enter and distrain for the Non-payment of such respective Sums as shall be so in Arrear, and the Distress and Distresses then and there found to take, drive, carry away, impound, and sell for and towards Payment of the respective Sums as shall be so in Arrear, and for the Non-payment whereof such Distress and Distresses shall be taken as aforesaid, together with all Costs and Charges of making such Distress and Distresses. **And** the said Sir *J. R.* for himself, his Heirs and Assigns, doth covenant, promise and agree to and with the said *M. F.* his Heirs and Assigns by these Presents, in Manner as follows, *viz.* That he the said Sir *J. R.* or any of his Ancestors, have not, nor either of them hath, made, done, committed, or wittingly or willingly suffered any Act, Deed, Matter or Thing whatsoever, whereby, or by Reason or Means whereof he the said Sir *J. R.* is any wise disabled from Granting, Bargaining, Selling, Remising, Releasing and Enfranchising the said Closes of Land and Premises to the said *M. F.* in Manner as aforesaid, or whereby or by Reason or Means whereof the said Premises hereby granted and enfranchised, or any Part thereof, are or is, or shall or may be any way impeached, charged or incumbered in Estate, Title, or otherwise howsoever. (*Covenant for further Assurance.*) **In Witness, &c.**

Consideration.

Premises.

Habendum.

Reservations.

Power of Distress.

Grantor covenants, *viz.* done no Act, whereby to be disabled from enfranchising, or whereby Premises incumbered.

Exceptions.

Exceptions.

Out of the Grant, &c. of a Manor.

SAID and excepted to the said *A. B.* his Heirs and Assigns, for ever, out of this Feoffment or Grant (or Grant, Bargain and Sale, or Lease) **All** that ^{Of a Messuage, Gardens, &c.} Messuage or Tenement, with the Appurtenances lying in *H.* aforesaid, wherein one *J. S.* now dwelleth, **And all** the Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Commons and Hereditaments to the said Messuage belonging, or in any wise appertaining, or usually occupied and enjoyed therewith, or reputed or esteemed as Part or Parcel thereof, or as belonging thereunto, **And all** the Rents and Services issuing, ^{Rents.} due, or payable out of, for, or in Respect of the same, or as incident thereto, or attendant thereupon; (**All** which are now Parcel of the said Manor of *H.*) **And all** and singular the Boundaries and Works of the Tenants and Farmers there, for the Carriage of Corn always fore-prised, excepted and reserved unto the said *A. B.* his Heirs and Assigns.

Out of the Grant of a House and the Lands belonging, upon a general Grant.

SAID and excepted unto the said *A. B.* and his Heirs for ever, out of this ^{Of a Room.} Grant, Bargain and Sale, &c. **All** that one Room, Parcel of the said Messuage, over the Parlour there, commonly called the Parlour-Chamber, with free Ingress, Egress and Regress into, out of, and from the same; **And all** that one Close of Meadow commonly called by ^{Close.} the Name of — containing by Estimation — Acres or thereabouts, being Parcel of the Meadows appertaining to the said last mentioned Messuage, and all and singular the Boundaries and Works of the Tenants and Farmers there, for the Carriage of Corn, always fore-prised, excepted and reserved unto the said *A. B.* his Heirs, and Assigns.

Out of a Demise of Wood, &c.

EXCEPTING and always reserved out of this Demise, **All** Woods, Underwoods ^{Of Wood.} and Trees, Groves and Copices, of and in the afore demised Premises, or thereunto belonging or appertaining, or which are now growing, or hereafter shall be growing, and being, in or upon the same Premises, and the Soil and Ground thereof, together with free Ingress, Egress, and Regress, Way and Passage to and for the said *A. B.* his Heirs, and Assigns, with Horses, Carts, Wains, and Plough, and other Draughts and Carriages to, from, in and out of the same; and for cutting, felling, felling and carrying away the same at reasonable Times.

Of Trees growing, out of the Grant of a Close or Piece of Ground.

EXCEPT also, and always reserved unto the said *A. B.* and his Heirs for ever; **All** the Trees now growing and being upon or within the said last named Close.

The like.

EXCEPT also, and always reserved unto the said *A. B.* and his Heirs, **All** the Trees now growing, and being, or hereafter to be growing and being in, upon, or within the said last named Close of Meadow, or any Part thereof, and also free Liberty, Ingress, Egress, and Regress, Way and Passage at Times convenient, into and out of the said Close for cutting, felling, felling, or taking away of the same Trees, or any of them.

Of Timber in a Lease.

EXCEPTING and always reserving out of this present Demise, and Grant, unto the said *A. B.* his Heirs and Assigns, **All** Timber-Trees, and Trees likely to be Timber, now standing, growing, or being, or which at any Time, during the Term hereby granted, shall stand, grow, or be in or upon the said demised Premises, or any Part thereof.

Of several Mortgages (one by Act of Parliament) out of a Covenant that the Premises are free from Incumbrances.

EXCEPT a Term of 1000 Years of and in Part of the said Premises vested and settled in *G.* and *H.* by an Act of Parliament passed in the — Year of the Reign of,
PART II. VOL. II. &c.

&c. (intituled an Act for enabling R. and A. Son and Heir apparent of the said R. to raise Money to Pay the Debts of the said R. and to make a Settlement for the Benefit of themselves and Family); the Residue of which said Term of 1000 Years was by Indenture Tripartite, bearing Date, &c. assigned by the said G. and H. by the Direction of the said R. unto L. of, &c. Subject to a *Proviso* for re-assigning thereof, upon Payment of the several Sums of — at the respective Times therein mentioned, and long since past; **And except** a certain Term of — Years of and in another Part of the said Premises granted by the said D. and A. unto M. of, &c. by Indenture bearing Date, &c. subject to a *Proviso* for making void thereof upon Payment of the several Sums of — at the several Times therein mentioned and since past; **And except, &c.** (*In the like Manner*) **The Residue** of all which said several Terms of Years beforementioned are assigned or intended to be assigned by the Direction of the said A. B. and C. at the Nomination of the said D. and E. unto N. and O. and P. &c. or some or one of them, in Trust, to be disposed of as the said D. and E. their Heirs or Assigns, shall direct and appoint, and in the mean Time, and until such Direction and Appointment, in Trust to attend and wait upon the Freehold and Inheritance of the said Premises hereby conveyed, or intended to be conveyed.

Another of two Mortgages.

EXCEPT, &c. **The Residue** of which said Term was afterwards legally assigned, and came unto — in Trust for the said — and B. and the Heirs and Assigns of the said B. according to their several Interests in the said Premises, and to wait upon the Inheritance thereof: And the now Residue of which said Term is by Indenture bearing even Date herewith assigned by the said — by the Direction of the said B. and at the Nomination of the said C. unto — in Trust, to be disposed of, &c. and in the mean time, &c. **And except** one other Term of — Years limited of and in the said Premises to — by Indentures of Lease and Release, the Lease bearing Date the — and the Release being *Quadripartite*, bearing Date, &c. made between, &c. upon the Trusts and for the Purposes in the said Indenture of Release mentioned; **The Residue** of which said Term of — Years by Indenture *Quadripartite*, bearing Date, &c. made or, &c. between, &c. was assigned unto the — in Trust for the said B. his Heirs and Assigns, and to attend and wait upon the Inheritance of the said Premises; and by Indorsement on the last mentioned Indenture bearing even Date with these Presents, is assigned by the said — by the Direction of the said B. and at the Nomination, &c. (*As before.*)

Of Quit-Rent.

EXCEPT the yearly Rent or Sum of — which from and after the Feast of — shall grow due and payable to our Sovereign Lord the King, for and in Respect of the said Premises.

Of a Judgment.

EXCEPT one Judgment obtained against the said A. (*The Vendor*) by L. for — l. Debt and — Costs of Suit, besides — l. for Damages sustained by the said L. by Reason of Delay of Execution, by a Writ of Error prosecuted by the said A. which said Judgment is assigned or to be assigned unto, or in Trust for the said D. (*The Purchaser*) his Heirs or Assigns.

Out of a Bargain and Sale of a Term of Years agreed to be assigned.

A Term of 99 Years of and in the said Premises (*inter alia*) granted to W. M. and H. N. if the said W. G. shall so long live, which said Term, as to the said Manors and Premises hereby granted, bargained and sold, it is agreed shall be assigned to R. W. of — in Trust for the said F. L. and J. F. and their Heirs, for the better securing the said principal Sum of — and Interest as aforesaid, only excepted and foreprised.

Out of a Lease.

EXCEPT and always reserved out of this present Demise, unto the said A. E. her Executors, Administrators, Tenants and Assigns, during the Term herein after granted, free Use, Privilege and Liberty of all Waters and Water-Courses, Sinks and Drains, to and from

from all or any of the said *A. E.*'s Premises adjoining, to pass and go through the said hereby demised Premises, or any Part thereof, as hath heretofore been used and accustomed;
To have and to hold, &c.

Of a Demise pursuant to a Power which was assigned by Order in Chancery, out of a Covenant that the Premises are free from Incumbrances.

EXCEPT one Indenture dated, &c. whereby the said *J. Lord W.* in Part of Execution of the said recited Power, did demise the Premises to the Right Honourable *B. Lord, &c.* for 200 Years, for securing the Sum of 1000*l.* and Interest, which said Term is by Order of the High Court of Chancery, by Indenture *Tripartite* dated, &c. assigned by the said *B. Lord, &c.* to *P. N.* and *V. W.* for securing the Sum of, &c. and Interest in Trust for the separate Use of Dame, &c. Wife of, &c. pursuant to a Decree of the said Court.

A Deed of Exceptions of Incumbrances by itself, instead of putting the Exceptions in the Release; so that the Release on the Purchase has no Exceptions in it.

THIS Indenture, &c. Between *J. T.* of *Grey's Inn Esq;* and *T. T.* of, &c.

Clerk (Executors and Trustees of the last Will of *G. D.* late of, &c. Esq; deceased) *R. D.* of, &c. Spinster, and *M. F.* Widow, *S. D.* of, &c. and *C.* his Wife, *R. K.* the Elder of, &c. Esq; and *R. K.* Gent. second Son of the said *R. K.* the elder, and *G. D.* of, &c. Gent. (Cofen and Godson of the said *G. D.* the Testator) of the one Part, and the Honourable Dame *E. B.* alias *S.* Widow, heretofore the Wife of Sir *T. B.* late of, &c. Bart. deceased, and late the Wife of *F. S.* late of, &c. Esq; also deceased) *R. E.* of, &c. Esq; and *R. F.* of, &c. Esq; of the other Part. **Whereas** by certain Indentures of Bargain and Sale and Release, the Bargain and Sale bearing Date the Day next before the Day of the Date of these Presents, and made Between the said *R. F.* (as well in his own Right, as also being one of the Executors and Trustees of and in the last Will of the said Sir *T. B.*) of the first Part, the said Dame *E. B.* of the second Part, the said *R. E.* the other Executor and Trustee of and in the said last Will of the said Sir *T. B.* of the third Part, and the said *J. T.* and *T. T.* of the fourth Part; And the said Release being *Quinquartite* and bearing even Date with these Presents, and made, &c. Between the said *R. F.* (as well in his own Right, as also being one of the Executors and Trustees of and in the said last Will of the said Sir *T. B.*) of the first Part, the said Dame *E. B.* of the second Part, the said *R. E.* the other Executor and Trustee of the said Will of the said Sir *T. B.* of the third Part, the said *R. D.* *M. F.* *S. D.* and *K.* his Wife, *R. K.* the Elder, Esq; *R. K.* Gent. second Son of the said *R. K.* the Elder, and *G. D.* the Cofen and Godson of the said *G. D.* the Testator, of the fourth Part, and the said *J. T.* and *T. T.* of the fifth Part, the said *R. F.* (as well in his own Right, as also being one of the Executors and Trustees of and in the said last Will of the said Sir *T. B.*) and the said Dame *E. B.* (as Tenant for Life in Possession) and the said Sir *R. E.* (as the other Executor and Trustee of and in the last Will of the said Sir *T. B.*) and in Obedience to and in Pursuance of a Decree of the High Court of Chancery in and by the said Indenture of Release in that Behalf referred unto, by way of Purchase, by and with the Consent and Approbation of all the said Parties to the fourth Part of the said Indenture, testified as therein expressed, for the Respective Considerations in the said several Indentures mentioned, Have severally conveyed and assured by Moieties and distinct Parts (some in Possession, and some in Reversion) unto the said *J. T.* and *T. T.* and their Heirs, All that Messuage, Tenement and Farm called *A.* with all and every the Lands, &c. and also all those 37 Acres, &c. **To hold** to and to the Use of the said *J. T.* and *T. T.* their Heirs and Assigns, **Upon the Trusts** and to the several Intents and Purposes contained in the said last Will of the said *G. D.* (their Testator) **Subject** to one other Decree in the same Indenture of Release in that Behalf mentioned, and to such subsequent Orders of the said Court, as are therein in that Behalf set forth; in and by which said Indenture of Release the said *R. F.* and Dame *E. B.* have for themselves, and their respective Heirs, Executors, Administrators and Assigns, respectively covenanted (*inter alia*) with the said *J. T.* and *T. T.* their Heirs and Assigns, that their several Moieties, Parts and Shares of and in their Farm, Lands and Premises, with the Appurtenances by them respectively sold and conveyed as aforesaid, are free and clear, and so for ever shall continue of and from all Incumbrances by them respectively done or committed, or wittingly or willingly committed or suffered; and likewise the said *R. E.* for himself, his Heirs, Executors, Administrators and Assigns, *Hath* thereby covenanted

Recital of the Bargain and Sale and Release.

Of a Term
raised by a
Marriage
Settlement.

Another
Term.

A Mortgage.

A Judgment.

Another.

with the said *J. T.* and *T. T.* their Heirs and Assigns, against his own Acts and Deeds, as to such Part of the said Farm and Premises as is thereby conveyed by him and the said *R. F.* and as to such Part the said *R. F.* hath also thereby further covenanted against his own Acts and Deeds: **Now this Indenture witnesseth,** and it is hereby declared by all the Parties to these Presents, and it is the Intent and true Meaning of these Presents, and of the said Indenture of Release, and of all the Parties thereunto, and to these Presents, that the several Mortgages and Mortgage, and other Terms, Judgments and Incumbrances herein after mentioned, are and were intended to be respectively excepted out of and from the respective Covenants, Grants, Clauses and Agreements on the Parts and Behalfs of the said *R. F.* and Dame *E. B.* and the said *R. E.* their several Heirs, Executors, Administrators and Assigns, to be respectively done, observed and performed in the said Indenture of Release contained, (that is to say) one Term of 99 Years of and in the said Farm and Premises, or some Part or Parts thereof, raised by the Marriage Settlement of the said Dame *E. B.* (which was made by way of Lease and Release, bearing Date respectively the 24th and 25th Days of, &c. and thereby vested in the Honourable *W. M.* and *H. M.* two younger Sons of the late Lord *M.* (both since dead) commencing as therein mentioned, upon certain Trusts therein declared for freeing the said Dame *E. B.* and her Assigns, from an Annuity or yearly Rent-Charge of 337 *l.* payable for the Life of Dame *G. B.* (since dead) and from all other Incumbrances on the Jointure Estate of the said Dame *E. B.* of which the said Farm and Premises were Part) and for making good her said Jointure at the Decease of the said Sir *T. B.* to be of the full and clear yearly Value of 600 *l.* above all Reprises (except as therein excepted), and one other Term of 500 Years dishonourable of Waste, raised also by the said Marriage Settlement, and thereby vested in the said Lord *M.* and the now Lord *M.* on certain Trusts therein declared for raising Portions and Maintenance for the Daughters of the said then intended Marriage, in case of Failure of Issue Male, which said Term of 99 Years being vested in *W. F. Esq.* on certain Trusts in the Assignment thereof to him made declared, the former Trusts thereof being at an End, the same is now assigned or intended so to be (so far as concerns the present Purchase) to *L. M.* of, &c. and *J. H.* of, &c. *In Trust* for the said *J. T.* and *T. T.* their Heirs and Assigns, to the Intent to attend the Freehold, Reversion and Inheritance of the said purchased Premises now vested in the said *J. T.* and *T. T.* and their Heirs (upon the Trusts and to the Uses aforesaid (so subject as aforesaid); **And** as to the said other Term of 500 Years (the Trusts touching the same being also at an End by the Decease of the said Sir *T. B.* without Issue) the now Lord *M.* the surviving Trustee thereof (at the Request and by the Direction of the said Dame *E. B.*) did sometime since surrender the same, and the Premises therein comprised, to the said *R. E.* and *R. F.* and their Heirs (in whom the Freehold and Inheritance of the said Premises therein comprised were then vested) to the Intent to merge and extinguish the same; **And** one Mortgage (*inter alia*) of the said Premises, for the Term of 99 Years, determinable on the Life of the said Dame *E. B.* commencing from the Date of certain Indentures *Tripartite*, bearing Date the 6th Day of, &c. made or mentioned to be made between *H. T.* Clerk, and *W. J.* Gent. (Trustees for the said Dame *E. B.* of her said jointured Estate, upon the Settlement made thereof by the said *F. S.* her last Husband and herself, to and for her separate Use, soon after their Intermarriage) of the first Part, the said Dame *E. B.* of the second Part, and *J. B.* and *E. G.* Gent. of the third Part, for securing the Payment of 800 *l.* lent to the said Dame *E. B.* by *J. H.* Citizen and Brewer of London, at a Day long since elapsed; which said Term, and the Premises therein comprised (the Mortgage Money being fully satisfied) the said *J. B.* and *E. G.* by the Direction of the said Dame *E. B.* and *J. H.* did some time since assign to the said *W. F.* in Trust, to attend the Freehold and Estate therein, of the said Dame *E. B.* for her Life, and the same is now assigned or intended so to be, by the said *W. F.* by the Direction of the said Dame *E. B.* *R. E.* and *R. F.* so far as concerns the present Purchase to the said *L. M.* and *J. H.* *In Trust*, to attend the Freehold and Inheritance of the said purchased Premises now vested in the said *J. T.* and *T. T.* and their Heirs, upon the Trusts and to the Uses, and so subject as aforesaid, the better to protect and defend the same purchased Premises from all mesne Charges and Incumbrances; **And** one Judgment confessed by the said Dame *E. B.* unto the said *J. H.* for 200 *l.* Debt and Costs of Suit entered on Record in the Court of Common Pleas at Westminster in *T.* Term last past; which Judgment being satisfied, the said *J. H.* hath caused Satisfaction to be acknowledged on the Record thereof; **And** one other Judgment confessed by the said Dame *E. B.* to *T. W.* for 300 *l.* Debt and Costs of Suit entered on Record in the Court of K. B. at Westminster, in *T.* Term last past; which said last mentioned Judgment being also satisfied, the said *T. W.* hath caused Satisfaction to be acknowledged on the Record thereof: **And whereas** upon the present Purchase

in Respect of a Sheep-Walk formerly belonging to the said Farm, in and throughout the Common Fields and Commons of *A.* afore said, some Time since claimed, and ever since such Claim enjoyed by *F. C.* of, *Esq.* in Right of the Manors of *A.* and *D.* by him lately purchased of the said *R. E.* and *R. F.* under the Will of the said Sir *T. B.* (or in some other Right) the Rent of the Farm, which before was 273 *l. per Ann.* at the Time of the present Purchase was reduced to 269 *l. per Ann.* at which Rent, and no more, the said *J. T.* and *T. T.* purchased the said Farm and Premises: **Now this Indenture further witnesseth**, and it is hereby declared by and between all the said Parties to these Presents, and it is the Intent and true Meaning of these Presents, and of the said *Quinque-partite* Indenture of Purchase first above in Part recited, and of all the Parties thereunto, and to these Presents, that out of the said Indenture of Bargain and Sale and Release, the said Sheep-Walk, with the Appurtenances, is and was intended to be excepted; and that although by the Lease of the said Farm made to the said *J. O.* in his Life-time by the said Sir *T. B.* in his Life-time, (wherein about — Years are yet to come and unexpired) the said yearly Rent of 273 *l.* is reserved, yet no more Rent during the said Lease is to be paid to the said *J. T.* and *T. T.* their Heirs, *Cestuy que Trusts* and Assigns, or any of them, for the said Farm and Premises, than 269 *l. per Ann.* only, and that no Covenants, Grants, Provisoes, Conditions, Clauses and Agreements contained in the said purchased Deeds, are to extend, or be construed, deemed or taken to extend to pass the said Sheep-Walk, with the Appurtenances, or any Part thereof; and that from henceforth no Grants, Clauses or Agreements contained in the said Lease, are to be taken to carry the said Sheep-Walk, or to secure the Payment of any further or other yearly Rent, in Respect of the said Farm and Premises during the said Lease, than the said Sum of 269 *l. per Ann.* only. **Provided** always, and it is hereby further declared and agreed by all the Parties to these Presents, and it is and was the true Intent and Meaning of these Presents, and of the said Purchase Deeds, and of all the Parties thereunto, and to these Presents, that all Arrears of any Fee-Farm Rent or Rents, Quit-Rents or Taxes, to the Government due in Respect of the said now purchased Premises, or any Part or Parts thereof, at and to *Michaelmas* Day now last past, are to be cleared, paid off and discharged by the said *R. F.* and Dame *E. B.* or one of them, which the said *R. F.* for himself, his Heirs, Executors and Administrators, so far as concerns him, and the said Dame *E. B.* for herself, her Heirs, Executors and Administrators, so far as concerns her, do hereby respectively covenant and agree with the said *J. T.* and *T. T.* their Heirs and Assigns, accordingly to pay off and discharge: **And** whereas the Tithe of Underwood is by special Custom within the said Parish of *A.* payable to the Vicar for the Time being of the said Parish: **And** whereas, upon the Valuation of the present Purchase, the Tithe of the Underwood belonging to the said Farm and Premises was computed at 3 *l. per Ann.* **Now it is hereby witnessed and further declared** by and between all the said Parties to these Presents, that the said *J. T.* and *T. T.* upon the said Purchase in the Valuation thereof, have had an Allowance of 63 *l.* in Respect of the said Tithe Wood; in Regard of which said Allowance it is hereby further declared, that the said Farm and Premises are and were purchased, subject to the Payment of such Tithe of Underwood as afore said, out of the said Rent of 269 *l. per Annum.* **In Wit-** nesses, &c.

Recital as to
a Sheep-
Walk, &c.

Exception
thereof.

Arrears of
Rents and
Taxes.

Tithes.

Exchange.

Of Lands for 99 Years, if several Persons live so long.

THIS Indenture made, &c. Between *A. R.* of, &c. of the one Part, and *C. W.* of, &c. of the other Part, **Witnesseth**, that the said *A. R.* hath given and granted, and by these Presents **Doth** give and grant unto the said *C. W.* All that Messuage, &c. situate, &c. bounded, &c. in the Possession of, &c. **To have and to hold** the said Messuage or Tenement and Premises herein before mentioned, with the Appurtenances, unto the said *C. W.* his Executors, Administrators and Assigns, for and during the Term of 99 Years, next and immediately ensuing, and fully to be compleat and ended, if the said *A. R.* &c. or any or either of them shall happen so long to live, **In Exchange** for one Messuage or Tenement, lying, &c. bounded, &c. in the Possession of, &c. **For** which Consideration the said *C. W.* hath given and granted, and by these Presents **Doth** give and grant unto the said *A. R.* the said Messuage or Tenement and Premises

last above mentioned, with the Appurtenances; **To have and to hold** the said Messuage or Tenement and Premises last above mentioned, with the Appurtenances, unto the said *A. R.* his Executors, Administrators and Assigns, for and during the Term of 99 Years, next and immediately ensuing, fully to be compleat and ended, if he the said *A. R.* &c. or any or either of them shall happen so long to live; **In Exchange** of and for the said Messuage or Tenement and Premises first above mentioned. (*Covenants added from A. R. that C. W. shall peaceably enjoy the Messuage, &c. first mentioned, and the like from C. W. to A. R. as to the Messuage, &c. last mentioned.*) **In Witness,** &c.

Of Lands in Fee.

THIS Indenture, &c. Between, &c. Whereas the said Lord Viscount *St. J.* and *P. B.* have contracted and agreed to give and convey in Exchange, each of them to the other of them, the several Pieces or Parcels of Land and Hereditaments herein after mentioned and intended to be hereby given and conveyed by them respectively, in Exchange to each other, as herein after mentioned and expressed: **Now this Indenture witnesseth,** that the said *H. L.* Viscount *St. J.* in Pursuance and Performance of his Part of the said Agreement, and for and in Consideration of the Sum of 10*s.* of lawful, &c. to him in Hand paid by the said *P. B.* at or before the Sealing, &c. the Receipt, &c. **Doth** granted, released and confirmed, (*given, granted and confirmed*) and by these Presents doth grant, &c. unto the said *P. B.* (in his actual, &c. made by him the said *H. L.* Lord Viscount *St. J.* to the said *P. B.* by Indenture, &c. and by Force, &c.) and his Heirs, **All, &c. To have and to hold** the said several — and all and singular other the Premises hereby granted or released by the said Lord Viscount *St. J.* or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *P. B.* his Heirs and Assigns, **To** the only proper Use of the said *P. B.* his Heirs and Assigns for ever, **In Exchange** for the several — herein after mentioned and intended to be hereby conveyed by the said *P. B.* to the said Lord Viscount *St. J.* and his Heirs, as herein after mentioned: **And this Indenture further witnesseth,** that the said *P. B.* in Pursuance and Performance of his Part of the said Agreement, for and in Consideration of the Sum of 10*s.* of, &c. paid by the said *H. L.* Lord Viscount *St. J.* at, &c. the Receipt, &c. **Doth** granted, released and confirmed, and by these Presents **Doth** grant, &c. unto the said *H. L.* Lord Viscount *St. J.* (in his actual, &c.) and to his Heirs, **All, &c. To have and to hold, &c.** (*as before, mutatis mutandis*) **In Exchange** for the several Pieces or Parcels of Lands and Hereditaments herein before conveyed by the said Lord Viscount *St. J.* to the said *P. B.* and his Heirs, as herein before is mentioned; **And** the said Lord Viscount *St. J.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *P. B.* his Heirs and Assigns, by these Presents, in Manner and Form following; (that is to say) That, &c. (*Covenants from H. Lord Viscount St. J. to P. B. for peaceable Enjoyment, free from Incumbrances; for further Assurance; and the like Covenants, mutatis mutandis, from P. B. to H. Lord Viscount St. J.*) **Provided, &c.** (*that if H. Lord Viscount St. J. his, &c. be evicted, he may repossess the Lands exchanged; and the like for P. B. Vide Provisoers.*) **In Witness,** &c.

Another Deed of Exchange of Land.

THIS Indenture made, &c. **Between** *G. W.* of, &c. of the one Part, and *T. G.* of, &c. *J. G.* Son and Heir apparent of the said *T. G.* and *B. G.* another of the Sons of the said *T. G.* of the other Part. **Whereas** the said *G. W.* is and standeth seised of and in divers Pieces or Parcels of Ground herein after particularly mentioned, lying and being at or near *W.* aforesaid, within the several Fields there called or known by the Name or Names of, &c. **And whereas** the said *T. J.* and *B. G.* now are, or some of them is and standeth seised of and in divers other Pieces or Parcels of Ground, lying and being within the said Fields, and one other Field there called or known by the Name of, &c. **Which** said first mentioned Pieces or Parcels of Ground are agreed to be assured and conveyed to the said *T. G.* *J. G.* and *B. G.* and their Heirs, in Manner and Form, and upon Condition hereafter in these Presents mentioned; **And** that likewise the said last mentioned Pieces or Parcels of Ground shall be assured and conveyed to the said *G. W.* and his Heirs, upon Condition herein after expressed: **Now this Indenture witnesseth,** that in Pursuance of the said Agreement, and for and in Consideration of the Sum of 5*s.* to the said *G. W.* in Hand paid by the said *T. G.* and *B. G.* at, &c. **He** the said *G. W.* **Doth** given, granted, bargained and sold, and by these Presents **Doth, &c.** to the said *T. G.* *J. G.*

Recital of one Party being seised.

The like of the other.

Exchange to be made.

J. G. and B. G. severally, and to their several Heirs and Assigns, (in Exchange for the said Pieces or Parcels of Land, whereof they the said T. J. and B. G. are seised as aforesaid) **All**, &c. (*here put the Parcels*) and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said several Pieces, &c. last before particularly mentioned to the said T. G. J. G. and B. G. severally, and their several Heirs and Assigns, by such Shares and Proportions, as they the said T. G. J. G. and B. G. respectively have in the said Parcels of Land herein after granted, **To** the only proper Use and Behoof of them the said T. G. J. G. and B. G. severally, and their several Heirs and Assigns for ever: **And this Indenture further witnesseth**, that the said T. G. J. G. and B. G. in Consideration whereof, and for the Sum of 5 s. of, &c. to them in Hand paid by the said G. W. at or before the Sealing and Delivery hereof, the Receipt whereof is hereby acknowledged, **Have** and each of them **hath** given, granted, bargained and sold, and by these Presents **Do**, and each of them **Doth**, &c. to, &c. **All**, &c. **To have and to hold**, &c. (*as before.*)

Feoffments.

A Feoffment, with several usual Covenants, and a Letter of Attorney to deliver Seisin.

THIS Indenture, made the, &c. **Between** Sir E. G. of, &c. Bart. E. N. of, Parties.
&c. Gent. and R. G. of, &c. Yeoman, of the first Part, C. G. of, &c. of the
second Part, E. L. of, &c. Gent. and S. J. of, &c. Baker, of the third Part, **Witnesseth**, that the said E. N. and R. G. for and in Consideration of the Sum of 5 s. of, &c. Consideration:
to them the said E. N. and R. G. in Hand paid by the said C. G. at, &c. the Receipt, &c.
and of the further Sum of — l. of like, &c. to him the said Sir E. G. in Hand likewise
paid by the said C. G. at, &c. the Receipt, &c. and for divers other good Causes and
Considerations them thereunto moving, **They** the said E. N. and R. G. at the Instance and
Request, and by the Direction, Consent and Appointment of the said Sir E. G. testified by
his being made a Party to, and Signing and Sealing of these Presents, and likewise the said
Sir E. G. **Have**, and each of them **hath** granted, bargained, sold, aliened, infeoffed, re- Feoffment:
leased and confirmed, and by these Presents do, and each of them doth grant, &c. unto
the said C. G. his Heirs and Assigns, **All** that, &c. and the Reversion, &c. and also all Parcels.
the Estate, &c. and all Deeds, &c. and true Copies of all such Deeds, &c. **To have Habendum:**
and to hold the said Close, Piece or Parcel of Land or Ground, and Premises hereby
granted, or expressed or intended to be granted, with the Appurtenances, unto the said
C. G. his Heirs or Assigns, (a) **To the** only proper Use and Behoof of the said C. G. his Use.
Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever:
And the said E. N. and R. G. and either of them, for themselves, &c. **Do** severally and Covenant:
respectively covenant, promise and grant, to and with the said C. G. his Heirs, Executors,
Administrators and Assigns, by these Presents, that they the said E. N. and R. G. or either
of them, have or hath not at any Time or Times heretofore made, done, &c. (*No Act to*
incumber the Premises): **And** the said Sir E. G. for himself, his Heirs, Executors and Admi- Lawfully
nistrators, and for every of them, doth covenant, grant and agree, to and with the said seised.
C. G. his Heirs, Executors, Administrators and Assigns, by these Presents, in Manner and
Form following, that is to say, That they the said Sir E. G. E. N. and R. G. some or one
of them, at the Time of the Sealing and Delivery hereof, is, are and standeth seised of and
in the Premises hereby granted, or mentioned or intended to be granted, and every Part
thereof, of a good, rightful and absolute Estate of Inheritance in Fee-simple, without any
Matter, Cause or Thing, to alter, change, charge, incumber, determine, impeach or
evict the same; **And also**, &c. (*Have full Power to convey. Covenant peaceably to enjoy*
the Premises, and receive the Rents, &c. Free, &c. Further Assurance. See Tit. Cove-
nants.) (b) **And** for the better Execution of these Presents, the said Sir E. G. E. N. Letter of At-
and R. G. **Have** constituted, appointed, and in their Place and Stead put, and by torney to de-
these liver Seisin.

(a) Sometimes in Feoffments there are further Limitations of Uses; see *postea* and Tit. Limitation of Uses, &c.

(b) Where the Parties live near the Lands, &c. infeoffed, they used generally to go upon the Land, and Seisin was there delivered in Form, and a Memorandum thereof, as under Tit. Liberty of Seisin, *post*.

these Presents do constitute, appoint, and in their Place and Stead put the said *J. W.* and *J. S.* and either of them, jointly and severally, their true and lawful Attorney and Attornies, for them, and in their Name, Place and Stead, to enter into the said Premisses hereby granted, or mentioned to be granted, or any Part or Parcel thereof, in the Name of the Whole, and quiet and peaceable Possession and Seisin thereof, and of every or any Part thereof, in the Name of the Whole, for and in the Name of the said Sir *E. G. E. N.* and *R. G.* to have and take, and after such Entry had and made, and Possession and Seisin so had and taken as aforesaid, to deliver quiet and peaceable Possession and Seisin thereof, and of every or any Part thereof, in the Name of the Whole, unto the said *C. G.* or to his certain Attorney or Attornies in that Behalf lawfully authorised to take and receive the same, **To** be had and held according to the Tenor, Form and Effect of these Presents; **And** whatsoever the said Attorney or Attornies of the said Sir *E. G. E. N.* and *R. G.* shall do in the Premisses, **They** the said Sir *E. G. E. N.* and *R. G.* and each of them, do and shall hereby ratify, confirm and allow, as fully as if the said Sir *E. G. E. N.* and *R. G.* had been present and done the same in their own Persons. **In Witness, &c.**

Drawn by Mr. *Mynshull.*

Another, different in Form.

THIS Indenture, &c. Between *E. B.* of, &c. (only Son and Heir of *J. B.* late Citizen and Goldsmith of *London*, deceased) of the one Part, and *W. G.* Citizen and Barber Surgeon of *London*, of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 450 *l.* of, &c. to the same *E. B.* in Hand well and truly paid by the said *W. G.* at, &c. (in full for the absolute Purchase of the Messuage, Lands and Hereditaments herein after granted and conveyed, and of the Fee-simple and Inheritance thereof) the Receipt, &c. and thereof, &c. he the said *E. B.* **hath** granted, aliened, bargained, sold, infeoffed and confirmed, and by these Presents doth fully, clearly and absolutely grant, &c. unto the said *W. G.* his Heirs and Assigns, **All** that Messuage, &c. **To have and to hold** all and singular the Premisses before mentioned, or intended to be hereby granted, aliened, bargained, sold, infeoffed and confirmed, and every Part and Parcel thereof, with all and every their Appurtenances, unto the said *W. G.* his Heirs and Assigns, **To** the only proper Use and Behoof of the said *W. G.* and of his Heirs and Assigns for ever: **And** the said *E. B.* for himself and his Heirs, all and singular the Premisses before by these Presents mentioned to be granted, and every Part and Parcel thereof, with all and every their Appurtenances, unto the said *W. G.* his Heirs and Assigns, against him the said *E. B.* and his Heirs, and against the said *J. B.* deceased, his Father, and against all and every other Person and Persons whatsoever lawfully claiming or to claim by, from or under him or them, or any of them, shall and will warrant and for ever defend by these Presents: **And** the said *E. B.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said *W. G.* his Heirs and Assigns, and to and with every of them by these Presents, in Manner and Form following, (that is to say), **That** he the said *E. B.* (for and notwithstanding any Act, Matter or Thing whatsoever by him the said *E. B.* and *J. B.* his Father, or either of them, to the contrary done, committed or suffered) now is and standeth seised, **And** until the Execution of these Presents, shall so stand, continue, and be lawfully and absolutely seised of and in all and singular the Premisses hereby granted, aliened, bargained, sold, infeoffed and confirmed, or mentioned or intended so to be hereby granted, aliened, bargained, sold, infeoffed and confirmed, and of and in every Part and Parcel thereof, a good Estate of Inheritance in Fee-simple, without any Condition, Trust, Power of Redemption, Revocation or Limitation, of any other Use or Uses, or any other Restraint, Matter or Thing whatsoever, to alter, charge, change, determine, incumber, deface or evict the same Estate; **And** that for and notwithstanding any such Act, Matter or Thing as aforesaid, he the said *E. B.* now hath in himself, and until the same Premisses shall be settled and vested in the said *W. G.* according to the Intent and true Meaning of these Presents, shall have in himself full Power, good Right, true Title, and lawful and absolute Authority to grant, alien, bargain, sell, infeoff and confirm the said Messuage, &c. and all and singular other the Premisses, and every Part and Parcel thereof, with all and every their Appurtenances, unto the said *W. G.* his Heirs and Assigns, in Manner and Form aforesaid, and according to the true Intent and Meaning of these Presents. **And further**, that the said *W. G.* his Heirs and Assigns, shall and may lawfully, quietly and peaceably enter into the said Messuage, &c. and into all and singular other the Premisses before mentioned, or intended to be hereby granted, &c. and into every Part and Parcel thereof, with all and every

every their Appurtenances, and receive, take and enjoy the Rents, Issues and Profits thereof, to his and their own Use and Uses from henceforth and for ever, without any Let, Suit, Trouble, Interruption, Recovery or Eviction of him the said *E. B.* his Heirs, Executors, Administrators or Assigns, or any of them, or of the said *J. B.* deceased, his Heirs and Assigns, or any of them, or of any other Person or Persons whatsoever lawfully claiming or to claim by, from or under them, or either of them; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *E. B.* his Heirs, Executors and Administrators, upon reasonable Request, sufficiently saved harmless and kept indemnified of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Wills, Intails, Leases, Mortgages, Annuities, Rents and Arrearages of Rents, Jointures, Dowers, Issues, Fines, Amercements, Fines for Alienation without Licence, Post-Fines, Statutes, Judgments, Recognisances, Extents, Executions, and of and from all other Charges, Estates, Acts, Titles, Troubles and Incumbrances whatsoever had, made, committed, caused, done or suffered, or hereafter to be had, made, committed, caused, done or suffered by him the said *E. B.* his Heirs and Assigns, or any of them, or by the said *J. B.* deceased, or of or by any other Person or Persons whatsoever lawfully claiming or to claim, by, from or under him or them, or by their, or any or either of their Act or Acts, Means, Assents, Consents, Privities, Knowledges or Procurements; the yearly Rent of 13 s. 4 d. of, &c. reserved, due and payable unto *E. W.* Esq; his Heirs and Assigns for ever, out of the Premises only excepted and foreprised. And the said *E. B.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said *W. G.* his Heirs and Assigns, and to and with every of them, by these Presents, that he the said *E. B.* his Heirs and Assigns, and all and every other Person and Persons, their Heirs and Assigns, lawfully claiming or to claim by, from or under him the said *E. B.* shall and will from Time to Time, and at all Times during the Space of seven Years now next ensuing the Date hereof, at the reasonable Request, Costs and Charges in the Law of the said *W. G.* his Heirs and Assigns, or any of them, do, make, seal, acknowledge, levy, suffer and execute, or cause and procure to be done, made, sealed, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever of the Premises, as by the said *W. G.* his Heirs and Assigns, or any of them, or by his, their or any of their Counsel learned in the Law, shall be reasonably devised, or advised and required, be it by Fine or Fines, Feoffment, Recovery, with treble, double or single Voucher or Vouchers, Deed or Deeds inrolled or not inrolled, the Inrolment of these Presents, Release or Confirmation, with Warranty only as aforesaid, or without Warranty, or by all or any of the said Ways or Means, or by any other reasonable Ways or Means whatsoever; so as in such further Assurance and Assurances there be not contained any further or other Covenants or Warranty than as aforesaid; and so as the Parties making such further Assurances be not compelled, by Force of these Presents, to travel further than the Cities of *London* and *Westminster*, for or about the doing or making thereof; all which said further Assurance and Assurances so to be had and made of the said Premises aforesaid, or of any Part or Parcels thereof, either alone, by themselves, or jointly with any other Lands or with any other Persons, shall vest, be and enure, and shall be adjudged, deemed, construed and taken to vest, be and enure, and are hereby declared to be to the only proper Use and Behoof of the said *W. G.* and of his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. And finally, the said *E. B.* for the more perfect Execution of the Premises, hath made, &c. (*Letter of Attorney to make Livery of Seisin*; see before.) In Witness, &c.

Further Assurance.

A Purchase by way of Feoffment, whereby Premises are conveyed to Trustees, and settled to the separate Use and Disposal of a Man's Wife, notwithstanding her Coverture.

THIS Indenture Tripartite, &c. Between *A.* of the first Part, *B.* and *C.* his Parties.

Wife, of the second Part, and *D. E.* and *F.* Trustees, &c. of the third Part, Witnesseth, that he the said *A.* for and in Consideration of the Sum of — to him the said *A.* by the said *B.* in Hand paid, at, &c. the Receipt, &c. and thereof, &c. hath granted, bargained, sold, aliened, released, infeoffed and confirmed, and by these Presents Doth (at the Desire and Request, and by the Directions and Appointments of them the said *B.* and *C.* his Wife, testified by their being Parties to and Executing hereof) grant, &c. unto them the said *D. E.* and *F.* and their Heirs, All, &c. and the Reversion and Reversions, &c. and all the Estate, &c. and also all Deeds, &c. To have and to hold the

Consideration.

Grant.

Parcels.

Habendum to Trustees.

the said several Pieces, &c. and all and singular other the Premises before by these Presents mentioned and intended to be conveyed, and every Part and Parcel thereof, with their Appurtenances, unto them the said *D. E.* and *F.* and their Heirs, **To** and for the Use and Behoof of them the said *D. E.* and *F.* and their Heirs for ever; **Upon this express Trust** and Confidence nevertheless, that they the said *D. E.* and *F.* and their Heirs, shall and will from Time to Time, and at all Times hereafter, quietly and peaceably permit and suffer the said *C.* (notwithstanding her Coverture) to have, take, receive and enjoy all and every the Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof, to and for her own Use, or to and for such other Uses, Intents and Purposes, as she the said *C.* shall please and think fit at her own free Will and Pleasure; and that the Receipts of her the said *C.* or of such Person or Persons as she shall appoint, shall at all Times be good and sufficient Discharges for the Rents and Profits of the said Premises to the Person or Persons who are or shall be liable to pay the same; **And upon this further Trust** and Confidence, that they the said *D. E.* and *F.* and their Heirs, and the Heirs of the Survivors or Survivor of them, shall and will convey, assure, order and dispose of all and singular the hereby conveyed Hereditaments and Premises, and of every or any Part or Parcel thereof, to such Person and Persons, and to and for such Uses, Intents and Purposes, and in such Manner and Form as she the said *C.* notwithstanding her present Coverture, and as if she were a Feme Sole, shall by any Act or Acts, Deed or Deeds in Writing, or by her last Will and Testament in Writing, or any Writing purporting so to be, (the same to be by her sealed and delivered in the Presence of two or more credible Witnesses) direct, limit or appoint; and for Default of such Order, Limitation, Appointment or Direction, then in Trust for the Heirs of the said *C.* and upon no other Use, Trust, Intent or Purpose whatsoever. **And** the said *B.* for himself, his Executors and Administrators, doth covenant, grant and agree, to and with the said *C. D. E.* and *F.* their Executors and Administrators, by these Presents, that he the said *B.* his Heirs, Executors and Administrators, shall and will quietly and peaceably permit and suffer the said *C.* whether married or sole, and notwithstanding her Coverture, to have, take, receive and enjoy the said Rents, Issues and Profits of the said Premises, and to order, convey and dispose thereof, and also convey and assure the said Premises, and of every or any Part or Parcel thereof, in Manner and Form aforesaid, at her free Will and Pleasure; and that without the Let, Hindrance, Disturbance, Interruption or Gainfaying of him the said *B.* his Heirs or Assigns, or any of them. **And** the said *A.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, grant and agree, to and with the said *D. E.* and *F.* their Heirs and Assigns, by these Presents, that he the said *A.* for and notwithstanding, &c. the Day of the Date hereof, and at the Sealing and Delivery of these Presents, is and standeth lawfully seised of and in the several Closes, &c. and all and singular other the Premises before by these Presents mentioned to be conveyed, and of and in every Part and Parcel thereof, with the Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, &c. **And** that he the said *A.* for, &c. now hath in himself good Right, &c. to grant, &c. the said Premises, and every Part and Parcel thereof, with the Appurtenances, unto them the said *D. E.* and *F.* and their Heirs and Assigns, to and for the Uses, Trusts, Intents and Purposes herein before mentioned, expressed, limited and declared; **And** that they the said *D. E.* and *F.* their Heirs and Assigns, shall or may lawfully, peaceably and quietly have, &c. the said Premises, and every Part, &c. to, for and upon the Trusts, Uses, Intents and Purposes before mentioned, without any lawful Let, &c. of or by him the said *A.* his Heirs, Executors or Administrators, or any of them; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, or by him the said *A.* his Heirs, Executors or Administrators, well and sufficiently saved, and kept harmless and indemnified, of and from all and all Manner of former and other Gifts, &c. (one Lease, &c. excepted and foreprised): **And moreover**, the said *A.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, grant and agree, to and with the said *D. E.* and *F.* their Heirs and Assigns, by these Presents, that he the said *A.* and *B.* his Wife, shall and will, &c. (*Levy a Fine to the Trustees*, see Tit. **Covenants**.) **Which** said Fine or Fines so as aforesaid, or in any other Manner to be levied and executed of the said Premises, or any Part thereof, and the Execution thereof, and all and every other Fine and Fines, Feoffment and Feoffments, Recovery and Recoveries, Conveyances and Assurances in the Law whatsoever, which already be or hereafter shall be had, made, levied, acknowledged, executed and suffered of the said Premises, or of any Part thereof, by or between the said Parties to these Presents, their Heirs or Assigns, or any of them, or together with any other Hereditaments, shall be and enure, and are hereby declared to be and enure, and shall

upon Trust to permit the Wife to receive the Rents, &c.

To convey and dispose of the Premises to such Uses as the Wife by her Deed or Will shall direct.

Covenant from Husband to the Trustees, to permit the Wife's receiving the Rents, and to convey, &c.

A. covenants to the said Trustees, that he is lawfully seised.

That he hath good Right to convey.

For quiet Enjoyment to the Trustees for the Uses aforesaid,

free from Incumbrances.

Exceptions. Covenant to levy a Fine.

Declaration thereof, &c.

Lastly, for further Assurance.

Indemnity of
Trustees
from Ex-
pences.

Præcipe *for a* Dedimus Potestatem.

Dedimus Potestatem directed to { Sir J. S. Knt.
A. C. } Esqs;
C. E. }
E. F. } Gent.
G. H. }

THE Execution of this Writ appears in a certain Schedule hereunto annexed. *The Commissioners to subscribe it; but the Præcipe and Concord written on Parchment must first be annexed.*

Somersetshire, ss. Command A. B. (if but one Cognisor, and C. D. if two, and so on if One Cognisor more, or if by Husband and Wife, say, Sir A. B. Bart. and C. his Wife; or more.
and if also by Son and Heir apparent, say, and E. S. Esq; Son and Heir apparent to the said By Husband A. B. and C. his Wife, and F. F. &c. if more) that justly, &c. he, they) perform to and Wife and E. F. (if but one Cognisee, and to G. H. if two, and so on if more) the Covenant made Heirs, to one between them, of, &c. (here put the Parcels, Exceptions and Places in their proper Cognisee or Order) And unless, &c. more.

Dorsetshire, ff. **Command** A. B. that, &c. (as above, mentioning only the Parcels in that County) And unless, &c. Lands, &c. in several Counties.

Wiltshire, ff. **C**ommand the same Person that, &c. (mentioning in like Manner the Parties in that County) **And unless, &c.**

Note; In such Cases there must be several Writs of Covenant returnable at one Day, but there must be but one Concord.

Rules

Rules for placing the Parcels.

Placing Parcels.

First, The more worthy Things must be put first, as a Castle before a Manor, a Manor before a Messuage, a Messuage before Land, and Land before Meadow, &c.

Secondly, Things general before Things special, as before Meadow, Pasture, Wood, Heath, Marsh, &c. must be placed Land, being the Genus thereto; so Wood must precede Elder Wood, Willow Wood, &c.

Thirdly, Intire Things must be set before their Parts, as of the Manor of C. before the Moiety of the Manor of B. with the Appurtenances.

How Things are to be excepted in the Præcipe.

Exceptions in Præcipe.

Parts of Things excepted must succeed those Things out of which they be excepted, and if there be divers Parcels in one Writ, that Parcel out of which the Exception is to be made ought to be last placed, as thus, — of the Manor of D. with the Appurtenances in C. except one Messuage, two Acres of Land, and the Advowson of the Church of C. Things excepted to be certainly named, but no Necessity for the Words with the Appurtenances after the Things excepted.

Words for dividing the Things.

Divisions.

(First) Of a Manor — (Secondly) And a Rectory — (Thirdly) Moreover of a Messuage — (Fourthly) And also — (Fifthly) Furthermore — (Sixthly) And further — (Seventhly) And also — (Eighthly) And moreover — And if there are more begin again.

By what Names, and how the Parcels are to be expressed in the Præcipe.

Names of Parcels.

The Honour of A. with the Appurtenances.	100 Acres of Meadow.
The Castle of B. with the Appurtenances.	10 Acres of Pasture.
The Borough of C. with the Appurtenances.	10 Acres of (d) Wood (Land).
The Forest of D. with the Appurtenances.	Reasonable (e) Estovers in Wood (that is to say) in 10 Acres of Wood.
The Chace of E. with the Appurtenances.	100 Acres of Furze and Heath.
The Park of F. with the Appurtenances.	100 Acres of (f) Moor.
The Hundred of G. with the Appurtenances.	100 Acres of Ground wherein Rushes grow, or Rushy Ground.
The (a) Manor of H. with the Appurtenances.	100 Acres of Marsh Land.
The Scite of the Manor of I. with the Appurtenances.	10 Acres of Elder Wood.
The Scite of the late Monastery of K. with the Appurtenances.	20 Acres of Land covered with Water.
Two (b) Messuages.	An Annual Rent of 10 l. (issuing out of two Messuages).
One (c) Cottage.	A Rent of two Capons, two Hens, and one Pound of Pepper.
One Shop.	Common of Pasture, (for all Manner of Cattle, or for any Number of Sheep, &c.)
One Cellar.	A Free Fishery (in the Waters of E.)
Three Tofts.	A Free Warren.
One Mill.	The Liberty of Foldage (and of a Sheep-Walk.)
Two Dove-houses.	A Salt Pit.
Two Gardens.	A Bullary of Salt Water.
Two Orchards.	
20 Acres of (Arable) Land, (sometimes such a Part of so many Acres of Land).	

A

(a) Demefnes, Rents, Seigniories, Courts, Pleas, &c. pass by them Words. A Manor may be Parcel of another Manor, and pass by the Name of that Manor; also a Castle, Honour or Hundred, may be Parcel of a Manor, and pass by the Name of the Manor whereof it is Parcel, or it may pass by its own Name.

(b) A Chapel will pass by the Name of Messuage, and by the Name of Messuage with the Appurtenances, a House with a Shop, Curtilage, Garden, Orchard; also a Dove-house and Mill is Parcel thereof.

(c) By that Name a Toft, a Chamber, a Cellar, &c. may pass.

(d) Highwood and Underwood pass by the general Name of Wood.

(e) House-boot, Hay-boot and Plough-boot, pass by the Name of Estovers.

(f) Turbary may pass by the Name of Moorish Ground.

A Passage over the River T.	Felons of themselves.
A Wharf, a Quay.	Deodands.
A Fair and Market, with the Appurtenances.	Treasure Trove.
View of Frankpledge, with the Appurtenances.	Wrecks of the Sea.
A Knight's Fee.	The (a) Rectory of the Church of B. with the Appurtenances, and all and all Manner of Tithes whatsoever belonging and appertaining to the said Rectory.
Wards.	The (b) Advowson of the Church of B.
Marriages.	The Advowson of the Vicarage of the Church of C.
Escheats.	The Moiety of a Messuage.
Goods and Chattels of Waifs, Estrays.	
Goods and Chattels of Felons, Fugitives, Outlaws, Persons attainted.	

Note; Put rather a greater Number of Acres than are intended to pass, this will not hurt; for no more will pass than intended and agreed upon between the Parties.

How the Places where the Parcels lie are to be named.

The County, Town, Parish or Hamlet where the Things lie, ought to be certainly named. If divers Towns of the same Name in the same County, it is best to make an Addition for Distinction.

If a Manor lies in divers Towns, it is best to name them all, or none, as of the Manor of S. in A. B. and C. or of the Manor of S. with the Appurtenances.

The Concord of a Fine sur Conusance de droit come ceo, &c. suitable to most Cases in Practice, (c) to be written about Half an Inch below the Præcipe, with a narrow Margin.

AND the Agreement is such (that is to say) That the said A. (the Cognisor, Acknowledgment. and C. &c. if more) hath (have) acknowledged the said Tenements (and if One Cognisor or more. for Common of Pasture in the Præcipe say, and Common of Pasture) with the Appurtenances (by these Words, the Tenements, any Number or Quantity of distinct Things or Parcels will be well enough expressed; but if the Præcipe be of intire Things, as of a Manor, Things, with the Appurtenances, then say — hath (or have) acknowledged the said Manor, with Parcels. the Appurtenances; neither will Messuages named by themselves in a Præcipe pass by the Word Tenement in the Concord, but must say, — acknowledged the said Messuages, with the Appurtenances: And if the Præcipe be for a third Part of a Messuage, say in the Concord, — acknowledged the said third Part, with the Appurtenances; also an Honour, Castle, Island, Barony, Hundred, Burrough, Knight's Fee; the Scite of a Manor, a Park, a Prebendary, a Rent, Common, Obligations, Toll, Stallage, Pontage, View of Frank Pledge, a Liberty, Franchise, Office, Bailiwick, Fair, Market, Passage, a Warren, Fishery, Rectory, Tithes, a Moiety or Part of an intire Thing, Wreck of the Sea, the Advowson of a Church, a Portion of Tithes, &c. must be particularly named in the Concord as well as in the Præcipe; and if there is any Thing excepted in the Præcipe, then after the Words, acknowledged the said Tenements, with the Appurtenances (say except before excepted) **To be the Right** Exception. of the said E. (the Cognisee) **As those which the said E. hath of the Gift of the** One Cognisee, said A. (and though there be divers Cognisees, yet the Right shall be limited to one of them only, or more. and the Estate limited to his Heirs only, whose Right it is acknowledged to be; as thus, where E. and G. are Cognisees, say — to be the Right of the said E. as those which they the said Release by E. and G. have of the Gift of the said A.) **and those he** (the Cognisor, or they, if several) one Cognisor, **hath (have) remised and quitted Claim from himself** (themselves) **and his** (their) Or Husband **Heirs** and Wife.

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D q

(a) See the Note to the next Article.

(b) If for a Presentation to a Church, only the Words, with the Appurtenances, must not be added, nor of Vicarages endowed; but when a Vicarage is not endowed, it must go under these Words, of the Advowson of the Church of B. And Parsonages, Rectories, Advowsons, Vicarages and Tithes impropriate, pass not by the Words, The Advowson of the Church of B. but by the Words, The Rectory of the Church of B.

(c) This will appear by a Perusal of it.

Note; It may be read in three different Manners.

1. The Gothick alone may be read throughout.

2. The Gothick and Roman may be read together.

3. Or the Gothick, Roman and Italick may be read, of which consists the whole Precedent.

Heirs (but where the Husband and Wife are Cognisors, then say — have remised and quit-
 ted Claim from them the said A. (Husband) and C. (Wife) and the Heirs of the said A. (the
 Husband, if the Fee is in him) or, of the said C. (the Wife, if of her Land) **to the said**
 E. (Cognisee) **and his Heirs for ever**, (and if more Cognisees — to the said E. and G.
 and the Heirs of the said E. (the Cognisee, the Right is limited to, as aforesaid) for ever.
And moreover the said A. (the Cognisor) hath granted for himself and his Heirs
 (or if several Cognisors — And moreover they the said A. and C. have granted for them-
 selves, and the Heirs of the said — (one of the Cognisors) or if by Husband and Wife, —
 for themselves, and the Heirs of the said — (the Husband or Wife, as the Case is,) **that**
they will warrant to the said E. (Cognisee) and his Heirs, or if several Cognisees
 — to the said E. and G. and the Heirs of the said E. (one of them) **the said Tene-**
ments (or, if of intire Things, say as before) **with the Appurtenances against** (all
 Men for ever, but it is usual to make the Warranty special, thus) **the said A. and his**
Heirs (or if several Cognisors — against the said A. and C. and the Heirs of the said A.)
for ever. (And where there are several Cognisors, each may warrant apart, and it is proper
 where they have separate Rights, thus: And moreover the said A. hath granted for himself
 and his Heirs, that he will warrant to the said E. and his Heirs, the said — with the
 Appurtenances, against the said A. and his Heirs for ever: And further, the said C. (ano-
 ther Cognisee) hath granted, &c. (as before) for ever, and so on if more Cognisors, by these
 Words, And furthermore —, And also —, And lastly —. Lands bought of different
 Persons by different Purchasers may pass in one Fine, and is very necessary when the Purchases
 are small, and then the Writ of Covenant must be brought by all the Vendees against all the Ven-
 dors; so the Præcipe, and the Acknowledgment and Release in the Concord must be by all the
 Cognisors to all the Cognisees of all the Parcels; but every Vendor must warrant against him
 and his Heirs only, and each Cognisor must warrant his separate Part of the Parcels, and they
 must be particularly mentioned in the Concord as well as in the Præcipe, thus — Warrant one
 Messuage, one Barn, one Garden, &c. — Part of the said Tenements in — aforesaid,
 &c. — as before, to the Words for ever: And for the second — Warrant one Messuage,
 and the Orchard aforesaid, and the said fifty Acres of Land, another Part of the said Te-
 nements in — aforesaid, &c. (as before) and in like Manner for more Warranties; and for
 the last, — Warrant one Messuage, Residue of the said Tenements in — aforesaid, and
 so on to the Words for ever.) **And for this, &c.**

To one Cog-
 nisee, or more.

Warranty.

By one Cog-
 nisor, or joint-
 ly by several.
 Or Husband
 and Wife.

To one Cog-
 nisee, or more.

Separate War-
 ranty of same
 Parcels.

Separate War-
 ranty.
 Of several
 Parcels.

A. B.

Caption.

Taken and acknowledged the — Day of
— in the — Year of the Reign of
King George the Second, and in the
Year of our Lord 1740. before us.

(To be signed by
 the Cognisors.)

H. J.
 K. L.

(If acknowledged by one Cognisor at one Time, and another at another Time, make separate
 Captions in this Form.

Taken and acknowledged by the abovesaid A. B. the — Day of, &c. (as above) and
 the like for every other Cognisor.

The Form of a Fine sur Concessit.

Middlesex, ff. **Command** A. B. and C. his Wife, that justly, &c. they perform to D. E.
 Gent. the Covenant, &c. of two Mills, &c. and unless, &c. **And** the
 Agreement is such, (to wit) that the aforesaid A. and C. have granted the Tenements
 and Tithes aforesaid, with the Appurtenances, to the aforesaid D. and those to him they
 have rendered in the same Court; **To have and to hold** to the said D. his Executors,
 Administrators and Assigns, from the first Day of April last past, until the full End and
 Term of 99 Years from thence next following, and fully to be compleat and ended;
Yielding therefore yearly to the aforesaid A. and his Heirs, 2 s. of lawful British Money,
 at the Feasts of St. Michael the Archangel, and the Annunciation of the blessed Virgin
 Mary, by several Portions yearly, to be paid during all the Term aforesaid, if demand-
 ed; **And** the said A. and C. and the Heirs of the said A. will warrant to the aforesaid D.
 the Tenements and Tithes aforesaid, with the Appurtenances, as is aforesaid, against them
 the said A. and C. and the Heirs of the said A. and against all other Claimants by the
 aforesaid A. during all the Term aforesaid; and for this, &c.

The

The Form of a double Fine, fur Done, Grant and Render.

Middlesex, ss. **Command** *A. B.* Gent. that justly, &c. he perform to *C. D.* the Covenant, &c. of the Manor of *E.* with the Appurtenances in *F.* and unless, &c. **And** the Agreement is such, (that is to say) that the aforesaid *A.* hath acknowledged the Manor aforesaid, with the Appurtenances, to be the Right of the said *C.* as those which the said *C.* hath of the Gift of the said *A.* **And** those the said *A.* for himself, and his Heirs, hath remised and quitted claim to the said *C.* and his Heirs for ever: **And furthermore** the said *A.* hath granted for himself, and his Heirs, that they will warrant to the said *C.* and his Heirs, the said Manor with the Appurtenances, against the said *A.* and his Heirs for ever; **And** for this Acknowledgment, Remise, Quit-Claim, Warranty, Fine and Agreement, the said *C.* hath granted to the aforesaid *A.* the aforesaid Manor, with the Appurtenances, **And** those to him he hath rendred in the same Court; To have and to hold to the said *A.* and his Heirs, which he shall beget on the Body of *F.* his Wife, of the Capital Lords of that Fee, by the Services which to the aforesaid Manor belong; **And** if it shall happen, that the same *A.* shall die without Heir begotten of the Body of the said *F.* then after the Decease of the said *A.* the aforesaid Manor, with the Appurtenances, shall intirely remain to the aforesaid *F.* to hold, &c. for the Life of the said *F.* **And** after the Decease of the said *F.* the aforesaid Manor, with the Appurtenances, and every Part thereof, shall wholly remain to the Right Heirs of the aforesaid *C.* to hold, &c.

The Form of a Fine fur Done and Grant only.

Middlesex, ss. **Command** *A. B.* and *C.* his Wife, that justly, &c. they perform to *D. E.* the Covenant, &c. Of the third Part of three Messuages, &c. with the Appurtenances in *F. G.* and *H.* and unless, &c. **And** the Agreement is such, to wit, that the aforesaid *A.* and *C.* have acknowledged the third Part aforesaid, with the Appurtenances, to be the Right of the said *D.* and have granted that the same third Part, with the Appurtenances, (which *J. K.* Widow, holds for the Term of her Life, of the Inheritance of the said *C.* on the Day wherein this Agreement was made, and which after the Death of the said *J. K.* ought to revert to the said *A.* and *C.*) shall remain to the aforesaid *D.* and his Heirs for ever; **To hold, &c. And furthermore**, the said *A.* and *C.* have granted for themselves, and the Heirs of the said *C.* that they will Warrant to the aforesaid *D.* and his Heirs, the third Part aforesaid, with the Appurtenances as aforesaid, against themselves and the Heirs of the said *C.* for ever; and for this, &c.

Grants.

Of an Annuity for Life out of a Real Estate, and a Demise of the same Premises for a Term of Years, as a Collateral Security.

THIS Indenture Tripartite made, &c. **Between** *Z. B.* of, &c. and *T. M.* of, Parties: &c. Gent. of the first Part, *A. M.* of, &c. Gent. of the second Part, and *J. E.* of, &c. Hop-Factor (a Trustee nominated by, for and on the Behalf of the said *A. M.*) of the third Part, **Witnesseth**, that for and in Consideration of the Sum of 300*l.* of, &c. Consideration: to the said *Z. B.* and the Sum of 5*s.* to the said *T. M.* in Hand well and truly paid by the said *A. M.* at, &c. the Receipt, &c. and to the Intent to secure Payment of one Annuity or yearly Rent-Charge of 30*l.* to the said *A. M.* and his Assigns, during his Life, in such Manner as herein after is for that Purpose mentioned, and for divers other good Causes, &c. **He** the said *Z. B.* **hath** given, granted and confirmed, and by these Presents, Grant. he the said *Z. B.* for himself, and his Heirs, **Doth** freely, clearly, and absolutely give, &c. unto the said *A. M.* and his Assigns, during his natural Life, one Annuity, annual Sum or yearly Rent-Charge of 30*l.* per Ann. of lawful Money of Great Britain, to be yearly issuing, payable and going out of All that, &c. **To have, hold,** perceive, levy, Premises. | and yearly to take, receive and enjoy the said Annuity or yearly Rent-Charge of 30*l.* Habendum. unto and to the Use of the said *A. M.* and his Assigns, for and during the Term of his natural Life, without any Deduction or Abatement whatsoever, for or in Respect of any Taxes, Assessments or Payments imposed, or to be imposed by any Act of Parliament made

Clause of
Distress.

Re-entry.
See this in a
different Man-
ner in the next
Precedent.

Possession and
Seisin of An-
nuity.

A Demise of
the Premises
charged for
better Secu-
rity.

Consideration.

Demise.

Parcels.

Habendum.

Reddendum.

Proviso to be
void so long as
Rent-Charge
is paid.

Covenants,

to pay the An-
nuity :

made or to be made, or by any other Power or Authority whatsoever, or for or by Reason of any other Matter, Cause or Thing whatsoever; the same to be paid and payable at or in the *Inner Temple-Hall, London*, by quarterly Payments, at or in the four most usual Feast-Days or Times of Payment in the Year; (that is to say) At, &c. by four even and equal Portions; the first of which quarterly Payments to begin and be made on the — now next ensuing the Date of these Presents; **And** the said *Z. B.* for himself, his Heirs and Assigns, doth grant and agree to and with the said *A. M.* and his Assigns, by these Presents, in Manner as follows; (that is to say) That when ever and as often as the said Annuity or yearly Rent-Charge of 30*l.* or any Part thereof, shall be behind, unpaid, or in Arrear by the Space of 20 Days next over or after any of the said Feasts or Days, whereon the same ought to be paid as aforesaid, (although no Demand thereof made); that then it shall and may be lawful to and for the said *A. M.* and his Assigns, into and upon all and singular the before mentioned Messuages, &c. or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found, to load, drive, carry away and impound, and the same in Pound to detain and keep, or otherwise to dispose of the same as the Law shall allow, until the said Annuity or yearly Rent-Charge of 30*l.* and all Arrears thereof, and all Costs and Damages to be sustained by Reason of the Non-payment thereof, according to the true Intent and Meaning of these Presents, shall be fully paid and satisfied; **And also**, that in case the said Annuity or yearly Rent-Charge of 30*l.* or any Part thereof, shall at any Time be behind or unpaid by the Space of 30 Days next over, or after any of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid, (although no Demand made thereof as aforesaid); that then and in such Case, it shall and may be lawful to and for the said *A. M.* or his Assigns, into and upon the before mentioned Messuages, Lands, Tenements, Hereditaments and Premises, or any Part or Parts thereof, to enter, and to have, hold, possess and enjoy the same, and to take and receive the Rents, Issues and Profits thereof, to his and their own Use and Benefit, until thereby or therewith, or otherwise he and they shall be fully paid and satisfied all the Arrears of the said Annuity or yearly Rent-Charge of 30*l.* which shall incur or might have incurred, and all Costs, Expences, Losses and Damages, which he or they shall be put unto, or sustain by Reason of the Non-payment thereof, at the Times herein before mentioned for Payment of the same. **And** the said *Z. B.* doth hereby put the said *A. M.* and his Assigns, during his Life, in full Possession and Seisin of the said Annuity or yearly Rent-Charge of 30*l. per Ann.* by the Delivery of one Piece of Silver of 6*d.* to him the said *A. M.* in the Name of Seisin of the said Annuity or yearly Rent-Charge: **And this Indenture further witnesseth**, that for the Considerations aforesaid, and to the Intent for the better and more effectual securing Payment of the said Annuity or yearly Rent-Charge of 30*l.* unto the said *A. M.* and his Assigns, during his Life, in Manner as aforesaid, and also for and in Consideration of the Sum of 5*s.* of, &c. to the said *Z. B.* and *T. M.* in Hand paid by the said *J. E.* at, &c. the Receipt, &c. he the said *Z. B.* and at his Request, the said *T. M.* **Have**, and each of them **Doth** demised, set, and to Farm letten, and by these Presents (at the Nomination and Appointment of the said *A. M.* testified by his being a Party to and Executing hereof) **Do**, and each of them **Doth** demise, set, and to Farm let unto the said *J. E.* **All** and singular the herein before mentioned Messuages, &c. hereby charged with the said annual Sum of 30*l.* with their and every of their Appurtenances, and the Reversion, &c. of the said Premises; **To have and to hold** the said Messuages, &c. and all and singular the said hereby demised Premises, with their and every of their Appurtenances, unto the said *J. E.* his, &c. from the Day next after the Day of the Date hereof, for and during, and unto the full End and Term of 99 Years from thence next ensuing, and fully to be compleat and ended, if he the said *A. M.* shall so long live; **Yielding and paying** therefore yearly, during the said Term, the Rent of one Pepper-Corn only, (if the same shall be lawfully demanded): **Provided always**, and upon this Condition nevertheless, that if the said *Z. B.* his Heirs or Assigns, shall and do well and truly pay, or cause to be paid unto the said *A. M.* and his Assigns, during his Life, the said Annuity or yearly Rent, or yearly Rent-Charge of 30*l. per Ann.* at the several Feasts or Days of Payment herein before appointed for Payment thereof, and that without any such Deduction or Abatement as aforesaid, according to the true Intent and Meaning of these Presents, that then the Demise and Grant hereby made unto the said *J. E.* shall cease, determine, and be utterly void and of no Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *Z. B.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise, grant and agree to and with the said *A. M.* his Executors, Administrators and Assigns by these Presents, in Manner as follows; (that is to say). That he

the said Z. B. his Heirs, Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times, during the natural Life of the said A. M. or his Assigns, pay the said Annuity or yearly Rent-Charge of 30*l.* of such lawful Monies as aforesaid, on every Feast or Quarter-Day, and at the Place herein before mentioned for Payment thereof, or within 20 Days next after every such Feast-Day, and that without any such Deduction as aforesaid, according to the true Intent and Meaning of these Presents; **And also** that he the said Z. B. his Heirs, Executors, Administrators or Assigns, at his and their own proper Costs and Charges, shall and will from Time to Time, and at all Times, during the Life of the said A. M. insure and keep insured the said Messuage or Tenement and Premises, situate in, &c. as to and from all Fire and Damage happening thereby, either in the Hand and Hand Insuring Office, as to Loss by Fire, or else in some other good and publick Office, proper for that Purpose, and in case the same Messuage or Tenement shall happen to be burnt down or blown up, during the Life of the said A. M. that then and in such Case, he the said Z. B. his Heirs and Assigns, shall and will then forthwith lay out all such Monies so insured or to be insured on the same Premises as aforesaid, together with other Monies in the new Building, of as good and substantial a Messuage or Tenement, and of the same Dimensions as is now built and standing thereon; **And further**, that for and notwithstanding any Act, Deed, Matter or Thing whatsoever, had, made, done, committed or wittingly or willingly suffered or assented unto, by him the said Z. B. or by his late Father the said R. B. or his Brother S. B. deceased, any or either of them, or of or by any Person or Persons whomsoever, lawfully claiming by, from or under, or in Trust for him, them, or any of them, he the said Z. B. now is, and standeth lawfully and absolutely seised, and that by just Title of the before mentioned Hereditaments and Premises, with their Appurtenances, of a good, sure, perfect, lawful and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Power of Revocation, Limitation of Use or Uses, or any other Matter or Thing whatsoever, to alter, change, charge, defeat or incumber the same; **And also** that he the said Z. B. (notwithstanding any such Act, Matter or Thing, done, or willingly suffered as aforesaid) now hath in himself good Right, true Title, full Power, and lawful and absolute Authority to grant unto the said A. M. and his Assigns, the said Annuity or yearly Rent-Charge of 30*l.* payable in Manner as aforesaid; and that the said Messuages, Lands, Tenements, Hereditaments and Premises, shall from thenceforth continue, and be liable to, and charged and chargeable with the Payment of the same Annuity or yearly Rent-Charge, in Manner as aforesaid; and that the same from henceforth shall be received, taken and enjoyed by the said A. M. and his Assigns, during his Life, by and out of the before mentioned Hereditaments and Premises, in case he the said Z. B. shall not duly pay the same, in Manner as aforesaid; and that free and clear, and freely, clearly, and absolutely acquitted, exonerated, discharged, kept harmless and indemnified by the said Z. B. and his Heirs, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Uses, Annuities, Intails, Statutes, Recognisances, Extents, Judgments, Executions, Debts to the Crown, Titles, Troubles, Charges, Demands and Incumbrances whatsoever had, made, done, committed, suffered or executed by the said Z. B. or by the said Sir R. B. and S. B. his Brother, deceased, or any of them, other than and except one Indenture of Mortgage made of the before mentioned Premises lying in the County of E. for the securing the Sum of 1000*l.* and Interest for the same; **And** that in case Default shall happen to be made in Payment of the said Annuity or yearly Rent-Charge of 30*l.* or of any Part thereof, on the Days and Times herein before mentioned for Payment thereof; that then he the said Z. B. his Heirs or Assigns, at the reasonable Request of the said A. M. or his Assigns, (but at the Costs and Charges of the said Z. B. his Heirs or Assigns) shall and will make, do and execute all and every such further and other lawful and reasonable Acts and Things, as well for the Corroborating and Strengthening of these Presents, as also for the further and better securing of the said Annuity or yearly Rent-Charge of 30*l.* unto the said A. M. and his Assigns, during his Life, (be the same by any Conveyance or Assurance of the before mentioned Hereditaments and Premises, or otherwise, as by the Counsel of the said A. M. or his Assigns, shall be reasonably advised or required: **Provided always**, and lastly it is hereby agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and of these Presents is and are, that until Default shall be made in Payment of the said Annuity or yearly Rent-Charge of 30*l.* *per Ann.* or some Part thereof, in Manner as aforesaid, he the said Z. B. his Heirs and Assigns, shall and may hold and enjoy all and singular the before mentioned Messuages, Lands, Tenements, Hereditaments and Premises, and to receive and take the Rents, Issues and Profits thereof, to his and their own Use and Benefit; he and they duly paying the said Annuity or

To keep the Premises insured from Fire.

Lawfully seised of the Premises.

Good Right to charge them, and that they shall stand charged, and enjoyed on Failure of Payment.

Free from Incumbrances.

Exception.

Further Assurance in case of Non-payment.

Provido, that until Default of Payment the Grantor shall enjoy the Premises.

yearly Rent-Charge of 30*l. per Ann.* unto the said *A. M.* and his Assigns, during his natural Life, together with all Arrears thereof, which shall be due at the Time of his Death, (if any such there be.) **In Witness, &c.**

Of an Annuity for Life to qualify, &c.

Parties.
Grantor
seised.

Confidera-
tion.

Grant.

Seisin.

Habendum.

Re-entry if
short Distress,
&c.

Seised.
Power to
Grant.

That the Pre-
misses shall be
liable to Dis-
tress.

Grantor to
pay all Taxes.

Proviso that
the Grantee
shall not sub-
ject the An-
nuity to the
Payment of

THIS Indenture, &c. Between *M. H.* of *London*, Merchant, of the one Part, and *R. E.* of, &c. Esq; of the other Part. **Whereas** the said *M. H.* now is and standeth lawfully seised of and in the several Messuages or Tenements, Ground-rents and Hereditaments herein after mentioned, and of the Reversion and Inheritance thereof of an Estate in Fee-Simple, to him and his Heirs free from all Incumbrances: **Now this Indenture witnesseth**, that as well for and in Consideration of the Sum of 2600*l.* of, &c. the Receipt, &c. as also for divers other, &c. he the said *M. H.* hath given, granted, bargained, sold, aliened and confirmed, and by these Presents for himself, his Heirs, and Assigns, doth freely, clearly and absolutely give, &c. unto the said *R. E.* one Annuity or yearly Rent-Charge of 200*l. per Annum*, of lawful *British* Money, clear of all Taxes, Charges, Deductions and Reprises whatsoever, to be yearly issuing, had, taken and received by the said *R. E.* and his Assigns, during his Life, out of all those, &c. the said Annuity or yearly Rent-Charge of 200*l.* to be paid at or upon the four most usual Feasts, &c. free and clear of and from all Reprises, and without any Deduction or Abatement to be made out of the said Annuity or yearly Rent-Charge of 200*l.* for or in Respect of any Parliamentary or other Taxes, Charges, Impositions or Assessments, or otherwise howsoever; the first Payment thereof to begin and to be made, at, &c. **And** the said *M. H.* hath paid to the said *R. E.* 10*s.* of lawful Money of *Great Britain*, in Part of, and as and in the Name of Seisin of the said Annuity or Rent-Charge; **To have and to hold**, receive, take and enjoy the said Annuity or yearly Rent-Charge of 200*l.* unto the said *M. H.* and his Assigns, from the Day of the Date of these Presents, for and during the Term of his natural Life, payable quarterly, at the four several Feasts, and in Manner aforesaid, to and for his own proper Use, Benefit, and Behoof; and the said *M. H.* for himself, his Heirs, Executors, Administrators and Assigns, covenants by these Presents, in Manner and Form following, (*To pay the Annuity, re-enter on Non-Payment; see Tit. Covenants, or the last Precedent*) and also that in Case such Distress or Distresses so from Time to Time to be found in or upon the said Messuage, Lands and Premises, or any Part thereof, shall fall short, and not be sufficient to answer and pay the said Annuity or yearly Rent-Charge of 200*l. per Annum*, clear of all Reprises and the Arrearages thereof, and the Costs and Charges, and Damages of the said *R. E.* in such Case sustained, and the said *M. H.* his Heirs, Executors, or Administrators, shall not within fourteen Days next after every or any of the said Feasts or Quarter-Days, on which the said Annuity or yearly Rent-Charge of 200*l.* ought to be paid as aforesaid, pay and satisfy unto the said *R. E.* the said Annuity or yearly Rent-Charge, with the Arrearages thereof, and all Costs, Charges and Damages occasioned by the Non-Payment thereof; that then, and in such Case, so often it shall and may be lawful to and for the said *R. E.* into and upon the said Messuages, Lands and Premises, or any Part thereof, to enter, and the same to have, hold and enjoy, and take the Rents, Issues and Profits thereof, while, and until he the said *R. E.* shall be fully satisfied and paid all such Sum and Sums of Money, as shall be then due and unpaid, and in Arrear of and for the said Annuity or yearly Rent-Charge, together with his Costs, Charges and Damages, for, or by Reason of the Non-Payment thereof; and the said *M. H.* for himself, his Heirs and Assigns, doth further covenant (*That he is lawfully seised, has Power to grant*) and also that the said Messuages, Lands, Tenements and Premises herein beforementioned, and out of which the said Annuity or yearly Rent-Charge is hereby granted, or mentioned to be granted, and to be issuing as aforesaid, shall, from Time to Time, and at all Times during the natural Life of the said *R. E.* be overt and liable to the Distress and Distresses of the said *R. E.* for the said Annuity, or yearly Rent-Charge with the Arrearages thereof: **And further**, That he the said *M. H.* his Heirs and Assigns, shall, and will from Time to Time, and at all Times, bear and pay all and all Manner of Parliamentary and other Taxes, Charges, Assessments and Impositions whatsoever, chargeable upon, or that shall or may be at any Time payable for and in Respect of the said Annuity or yearly Rent-Charge, and shall and will save harmless and keep indemnified the said *R. E.* of, from and against the same: **Provided always nevertheless**, and it is hereby condescended unto, declared and agreed, by and between the said Parties to these Presents, and the said *R. E.* doth hereby consent and agree, that if he the said *R. E.* make the said Annuity or yearly Rent-Charge of 200*l.* or any Part thereof, subject and liable to the Satisfaction and Discharge of any Debt or Incumbrance

cumbrance of him the said *R. E.* that then, and in such Case, and for so long Time, the Debts, nor said Annuity, or yearly Rent-Charge of 200*l.* and the Payment thereof to the said *R. E.* otherwise incumber it. or any other Person or Persons claiming in Law or Equity, by, from or under him, shall cease, and the said Annuity or yearly Rent-Charge of 200*l.* and every Part thereof, shall, for so long Time, remain in the Hands of the said *M. H.* his Heirs and Assigns, and be retained by him and them, to and for his and their own proper Use and Benefit; this Indenture, or any thing before contained to the Contrary thereof, in any wise notwithstanding. **In Witness, &c.**

Of an Annuity out of a real Estate by a Father and his two Trustees to a Son, for which he is restrained from suing by Writ or Action, but may distrain.

THIS Indenture made, &c. **Between** *T. P.* of — Esq; *G. P.* of — Esq; Parties. and *W. C.* of, &c. Esq; of the one Part, and *J. P.* Esq; (youngest Son of the said *T. P.*) of the other Part, **Witnesseth**, that for and in Consideration of the natural Love and Affection which he the said *T. P.* hath and beareth towards his Son the said *J. P.* and also in Consideration of 5*s.* of, &c. unto the said *G. P.* and *W. C.* in Hand paid by the said *J. P.* at, &c. the Receipt, &c. he the said *T. P.* (and by his Direction, testified by his being a Party to and Executing hereof) the said *G. P.* and *W. C.* **Have**, and each and every of them **Doth** give and granted, and by these Presents the said *T. P.* *G. P.* and *W. C.* **Do**, and each and every of them **Doth** give and grant unto the said *J. P.* and his Assigns, one Annuity or yearly Rent-Charge of 300*l.* of, &c. to be issuing and payable out of, &c. all which said Premises were (*inter alia*) lately conveyed unto and to the Use of the said *G. P.* and *W. C.* and their Heirs in Trust for the said *T. P.* and his Heirs, **To have, hold**, perceive and enjoy the said Annuity, or yearly Rent-Charge of 300*l.* unto the said *J. P.* and his Assigns, for, and during the Term of the natural Life of him the said *J. P.* the same Annuity or yearly Rent-Charge to be paid unto the said *J. P.* or his Assigns, by four equal quarterly Payments at, &c. free and clear of and from all manner of Taxes, and without any Deduction, Defalcation or Abatement, for, or in Respect of any Taxes, Charges, Duties or Assessments charged or imposed, or to be charged or imposed by any Act or Acts of Parliameent made or to be made, or otherwise, upon the said Premises, or any Part thereof, or for or in Respect of any other Reprisal, Matter or Thing whatsoever; the first quarterly Payment thereof to be made, &c. **And if** the said Annuity or yearly Rent-Charge of 300*l.* or any Part thereof, shall happen to be behind and unpaid by the Space of twenty Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid; that then and so often from Time to Time, as the same Annuity or yearly Rent-Charge, or any Part thereof, shall happen to be so behind and unpaid, it shall and may be lawful to and for the said *J. P.* and his Assigns, into and upon the said Manors, capital Messuages, Demesnes, Mills, Hereditaments and Premises, and into and upon every or any Part or Parts thereof, to enter and distrain for the same. Provided always that this present Indenture, or any thing herein contained, shall not any way extend to charge the Persons of the said *J. P.* *G. P.* and *W. C.* any or either of them, by a Writ or an Action of Annuity, but only to charge the said Manors, capital Messuages, Demesnes, Mills, Hereditaments and Premises with the yearly Rent aforesaid. **In Witness, &c.**

Clause of Distress.

Proviso not to charge the Persons by Action.

Of an Annuity out of Lease-hold Premises for a Term of Years, if the Grantee shall live so long, in Consideration of Money paid.

THIS Indenture made, &c. **Between** *N. F.* of — of the one Part, and *B. F.* of — of the other Part: **Whereas** by Indenture, &c. **Between** *A. M.* of — of the one Part, and the said *N. F.* of — of the other Part, the said *A. M.* for the Consideration, &c. did, &c. unto the said *N. F.* *All, &c.* * **To hold, &c.** for the Term of 51 Years at and under the yearly Rent of 10*l.* payable, &c. as in and by the said Indenture, &c. **And whereas** the said *N. F.* and *B. F.* are come to an Agreement together, that in Consideration of the Sum of 150*l.* to be paid by the said *B. F.* to the said *N. F.* at and before the Sealing and Executing of these Presents, that he the said *N. F.* shall and do pay unto the said *N. F.* during her natural Life, yearly, and every Year, a certain Sum, Rent-Charge or Annuity of 15*l.* by quarterly Payments, clear

Recital of Lease.

Agreement to grant Annuity.

* If the Premises are insured, there must be an Assignment of the Policies, and a Covenant to keep them insured.

clear of all Deductions whatsoever; and for securing the Payment thereof accordingly, sufficiently to subject the said Premises thereto: **Now this Indenture witnesseth**, that as well in Pursuance and Performance of the said Agreement, as also for and in Consideration of the Sum of 150*l.* of lawful, &c. to the said *N. F.* well, &c. by the said *B. F.* at, &c. the Receipt, &c. and himself to be therewith fully contented, satisfied and paid, and thereof, &c. as also for the better securing the Payment to the said *B. F.* and her Assigns, of the said yearly certain Sum, Rent-Charge or Annuity of 15*l.* during the Term of her natural Life, **He** the said *N. F.* **hath** given, granted, bargained and sold, and by these Presents for himself, his Executors and Administrators, **Doth** give, &c. unto the said *B. F.* one Annuity or yearly Rent-Charge of 15*l.* of lawful, &c. to be yearly issuing and going out of all those, &c. in and by the said recited Indenture of Demise granted; **To have and to hold**, perceive, and yearly to receive, take and enjoy the said Annuity, or yearly Rent-Charge of 15*l.* to the said *B. F.* and her Assigns, for and during the Term of 44 Years from the Feast of — now next ensuing, and fully to be compleat and ended, if the said *B. F.* shall so long live, and to be payable yearly at the four most usual Feasts or Days of Payment in the Year, (that is to say) the Feast, &c. by even and equal Portions; the first Payment thereof to begin and be made on, &c. next ensuing the Date of these Presents. (*Covenants to distrain and enter on Non-Payment; that the Lease is good, and shall continue so during the said Term or Life; that Grantor has good Right to charge the Premises; that he will pay the Annuity quarterly, free from Taxes, &c. and that he will pay the Rent in the Lease reserved. Vid. Tit. Covenants.*) **In Witness, &c.**

Before Marriage, of an Annuity (or Pin-Money) upon Trust for the intended Wife's separate Use, over and above a Settlement of equal Date.

THIS Indenture Tripartite, made, &c. **Between** *G. P.* of — Esq; of the first Part, (*The intended Husband*) *T. B.* one of the Sisters of Sir *T. B.* of — (*The intended Wife*) of the second Part, and Sir *J. C.* of — and *J. C.* of — (*Trustees*) of the third Part. **Whereas** a Marriage is, by God's Permission, intended to be shortly had and solemnised between the said *G. P.* and *T. B.* and the said *G. P.* out of the great Love and Affection he hath and beareth to the said *T.* his intended Wife, hath agreed, over and above the Settlement and Provision made for the said *T.* on his said intended Marriage, by Settlement bearing equal Date herewith, to settle the annual Sum of 100*l.* Tax free, on the said *T.* for her Pin-Money, during the joint Lives of the said *G. P.* and *T. B.* his intended Wife: **Now this Indenture witnesseth**, that in Performance of the said Agreement, and in Consideration of the Sum of 10*s.* of, &c. to the said *G. P.* by the said Sir *J. C.* and *J. C.* in Hand, &c. the Receipt, &c. **He** the said *G. P.* **hath** given, granted and confirmed, and by these Presents **Doth** give, &c. unto the said Sir *J. C.* and *J. C.* **One** annual Sum, Payment or yearly Rent-Charge of 100*l.* to be issuing and going out of **All** that, &c. **To have**, hold, perceive, receive and enjoy the said annual Payment or yearly Sum of 100*l.* to the said Sir *J. C.* and *J. C.* their Heirs and Assigns, during the joint Lives of the said *G. P.* and *T. B.* to be payable quarterly at *Christmas, Lady-Day, Midsummer* and *Michaelmas*, without any Deduction or Abatements for Taxes Parliamentary or others, or other Matter or Thing whatsoever; the first Payment to be made on such of the said Feasts as shall next happen after the Solemnization of the said intended Marriage; **And** if it shall happen that the said annual Sum or yearly Sum of 100*l.* be behind, &c. (*Clause for Trustees to distrain on Non-Payment; and a Covenant, that if the Marriage takes Effect, the Husband will pay the said Annuity. Vid. Tit. Covenants.*) **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that the said annual Sum of 100*l.* so granted to the said Sir *J. C.* and *J. C.* as aforesaid, is upon Trust (*To pay the same to the Wife's separate Use, notwithstanding her Coverture. Vid. Tit. Uses.*) *Proviso added, that if the Annuity be behind for more than two Years, no Demand or Distress to be made. Vid. Tit. Proviso.* **In Witness, &c.**

A Bargain and Sale in Consideration of Affection and Annuity of Stock in the Orphans Fund, by S. H. to T. T. and in Consideration thereof T. T. grants S. H. an Annuity for Life.

THIS Indenture made, &c. **Between** *S. H.* of, &c. of the one Part, and *T. T.* of, &c. of the other Part, **Witnesseth**, that the said *S. H.* for and in Consideration of the Affection she beareth towards the said *T. T.* and also in Consideration of the Annuity or yearly Sum of 194*l.* to her the said *S. H.* yearly to be paid by the said *T. T.* his

his Executors and Administrators, during the Term of the natural Life of the said S. H. herein after granted, bargained and sold to the said S. H. or her Assigns, or mentioned or intended so to be, and in Consideration of the Sum of 5 s. of, &c. to the said S. H. in Hand paid by the said T. T. at, &c. the Receipt, &c. and for other, &c. moving, **Doth** give, Sale granted, bargained and sold, and by these Presents **Doth** give, &c. unto the said T. T. his Executors and Administrators, **All** the Right, Title, Interest, Claim, Property, Share of Stock. and Demand of her the said S. H. of, in and to 7240 l. in the Stock or Fund called or known by the Name of the Orphans Debt, London, and also of, in, and to the Sum of 477 l. 3 d. formerly also in the said Stock or Fund, and which was paid off and discharged by the City of London aforesaid, on or about the 14th Day of January, and which said several Sums of 7240 l. and 477 l. 3 d. were late Part of the personal Estate of D. R. H. deceased, Brother of the said S. H. and amongst other Things devised to them the said S. H. T. T. in and by the last Will and Testament of the said D. R. H. in Manner therein mentioned and expressed; **To have, hold and enjoy** the same, and every Part and Parcel thereof to him the said T. T. his Executors and Administrators, to and for the only Use and Behoof of him the said T. T. his Executors and Administrators. **And this Indenture further witnesseth**, that the said T. T. for and in Consideration of the Grant and Sale of the Interest of her the said S. H. of, in and to the said 7240 l. and also of, in and to the said 477 l. 3 d. as aforesaid, and also in Consideration of the Sum of 5 s. of, &c. to the said T. T. in Hand paid, by the said S. H. at or before, &c. the Receipt, &c. and for other, &c. moving **Doth** give, granted, bargained and sold, and by these Presents **Doth** give, &c. unto the said S. H. and her Assigns, **One** Annuity or yearly Sum of 194 l. **To have**, perceive, take and enjoy the same Annuity to her the said S. H. and her Assigns, for and during the Term of the natural Life of her the said S. H. the same to be paid to the said S. H. or her Assigns yearly, for, and during the Term aforesaid, at, or in the House in which the said S. H. now dwelleth in the Town of W. aforesaid; the first Payment thereof to be made on — next ensuing the Date of these Presents, and so from thenceforth to continue, and yearly to be paid to the said S. H. or her Assigns, during the natural Life of the said S. H. as aforesaid. (Covenant, That T. T. shall pay the said Annuity in Manner aforesaid; and that if S. H. survives T. T. he having neither Wife nor Child at his Death, his Executors shall pay S. H. 1500 l. Vid. Tit. **Covenants**; Proviso, that after Payment of the said 1500 l. 40 l. of the said Annuity shall cease, Vid. Tit. **Proviso**). **In Witness**, &c.

Of an Annuity or Rent-Charge, to commence after the Death of the Grantor, if the Grantee survives, issuing out of all the Grantor's real Estate.

THIS Indenture made, &c. **Between** C. W. of, &c. Esq; of the one Part, and C. D. of, &c. of the other Part, **Witnesseth**, that as well for and in Consideration of the past faithful Services of the said C. D. towards the said C. W. and for securing a Provision immediately from and after the Death of the said C. W. for the Maintenance and Support of the said C. D. during his Life, in Case he the said C. D. shall survive the said C. W. as for and in Consideration of the Sum of 10 s. of, &c. to the said C. W. in Hand paid, by the said C. D. at or before, &c. the Receipt, &c. and for divers, &c. he the said C. W. **Doth** give, granted and confirmed, and by these Presents **Doth** give, &c. unto the said C. D. **One** Annuity or yearly Rent-Charge of 500 l. of, &c. to be issuing and going out of all and every the Messuages, Farm, Lands, Tenements, Hereditaments, and real Estate whatsoever, of the said C. W. situate, &c. **To have, hold**, perceive, receive, take and enjoy the said Annuity, or yearly Rent-Charge of 500 l. unto the said C. D. and his Assigns, from and immediately after the Death of the said C. W. for and during the Term of the natural Life of the said C. D. the said Annuity or yearly Rent-Charge of 500 l. to be payable and paid yearly in the Inner Temple Hall, London, without any Deduction, Default or Abatement, for or by Reason of any Charges of Return, or any Taxes, Charges or Assessments whatsoever, imposed or to be imposed on the said annual Sum of 500 l. or on the Lands charged with the Payments thereof, or on the said C. D. in Respect thereof, by Authority of Parliament, or otherwise howsoever, at the four most usual Quarter-Days or Times of Payment in the Year, that is to say, at Lady-day, Midsummer, Michaelmas, and Christmas, by equal Portions; the first Payment to begin and be made on such of the said Days or Times of Payment, as shall first and next happen after the Death of the said C. W. (Covenants to distrain and enter on Non-Payment, Vid. Tit. **Covenants**). **In Witness**, &c.

Grant of an Advowson of a Rectory and Parish Church.

THIS Indenture Tripartite, made, &c. between the Right Honourable P. Earl of B. of the first Part, the Right Honourable W. Lord L. of the second Part, and Sir T. A. of, &c. Baronet, J. H. of, &c. Esq; and F. B. of, &c. of the third Part, **Witnesseth**, that for, and in Consideration of the Sum of 5 s. of, &c. to them the said Earl of B. and W. Lord L. in Hand paid by the said Sir T. A. J. H. and F. B. at, &c. the Receipt, &c. **He** the said Earl and the said W. Lord L. by the Direction and Appointment of the said Earl, testified by his being made a Party to and his Signing and Sealing of these Presents, **Have**, and each of them **hath** given and granted, and by these Presents **Do**, and each of them **Doth** give, &c. unto them the said Sir T. A. J. H. and F. B. their Executors, Administrators and Assigns, **All** that the next and immediate Advowson, Donation, Collation, Presentation and free Disposition of them the said Earl and W. Lord L. and either of them of, and to the Rectory and Parish Church of T. alias T. in, &c. with its Appurtenances, when the said Rectory and Parish Church of T. alias T. shall become void in the Life-time of the said P. Earl of B. by the Death, Resignation, Deprivation, Promotion, or Cession of P. St. J. Clerk (the present Incumbent thereof or otherwise); so that it shall and may be lawful to and for them the said Sir T. A. J. H. and F. B. their Executors, Administrators or Assigns, any fit Person or Persons, as the said Earl of B. by Writing under his Hand shall nominate, direct or appoint, to the said Rectory, to the Diocesan thereof, or any other Competent Judge in that Behalf, to present, when the same present Church shall become void by any Ways or Means whatsoever, so as such Avoidance happen in the Life-time of the said Earl, and not otherwise. **In Witness**, &c. (interchangeably)

R. W.

Of a Presentation.

TO all People to whom these Presents shall come, the Right Honourable R. Earl of M. sendeth Greeting. **Know ye**, and witness these Presents, that the said R. Earl of M. for the great Kindness he has for T. B. Doctor in Divinity, and for diverse other good Causes and Considerations him thereunto moving, he, the said Earl **hath** (at the Request and Nomination of the said Doctor T. B.) given and granted, and by these Presents **Doth** give and grant unto the Honourable C. M. (one of the Commissioners of his Majesty's Treasury) and J. M. his Brother, Esq; their Executors, Administrators and Assigns, the next Avoidance of, or Presentation to the Parish Church of St. A. when the same shall next become void by the Death or Resignation of Doctor T. M. the present Incumbent there, or otherwise; **To have and to hold** the said next Avoidance or Presentation unto the said C. M. and J. his Brother, their Executors, Administrators and Assigns, **In Trust** nevertheless for the said T. B. or such other Person, his Executors, Administrators or Assigns, shall, in that Behalf, nominate to be Rector of the said Parish Church of St. A. when it shall next become void. **In Witness** whereof the said R. E. of M. hath hereunto set his Hand and Seal the 11th Day of November, &c.

A Grant of the next Presentation of a Rectory, made by Trustees and Cestuy que Trust.

TO all to whom, &c. S. S. H. Wife of T. S. H. of, &c. Esq; and Sister and Heir of the most Noble E. late Duchess of, &c. deceased, M. H. of, &c. Esq; and H. E. of, &c. Gent. (which said M. H. and T. F. are the two acting Executors and Devisees in Trust named in the last Will and Testament of the said Duchess) send Greeting. **Know ye**, that for divers good Causes and Considerations hereunto especially moving, that the said M. H. and H. F. by the special Direction of the said S. S. H. testified by her being Party to, and Signing and Sealing these Presents, **Have**, and each of them **hath** (pursuant to the Powers and Authorities to them given in and by the said Will of the said E. Duchess of, &c.) given and granted, and the said S. S. H. hath ratified, appointed and confirmed, and by these Presents they the said M. H. and H. F. **Do**, and each of them **Doth** fully, clearly and absolutely give and grant, and the said S. S. H. doth ratify, appoint and confirm unto W. B. of, &c. Gent. the next Advowson, Donation, Collation, Presentation and Right of Patronage, of, in and to the Rectory or Parish Church of, &c. in the County of B. with just Right, free Liberty and full Power and Authority to him

him the said *W. B.* whensoever the said Rectory or Church of *M. C.* shall happen to be void by the Death, Resignation, Cession or Presentation of the Reverend *J. B.* the present Incumbent, or otherwise, to present such fit and able Person to the proper Ordinary of the Diocese for the Time being, to serve the said Rectory or Church, as Rector thereof, as the said *W. B.* shall think fit, without any the Let, Suit or Disturbance of the said *S. S. H. M. H.* and *H. F.* or any claiming or to claim, by, from, or under them, any or either of them. **In Witness** whereof the said *S. S. H. M. H.* and *H. F.* have hereunto set their Hands and Seals this first Day of, &c.

A Grant of Tithes.

THIS Indenture, &c. Between *A.* of the one Part, and *B.* of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 10*s.* of, &c. to the said *A.* in Hand, &c. *B.* at, &c. the Receipt, &c. and in Pursuance and Performance of certain Articles of Agreement, bearing Date the, &c. made, &c. between the said *A.* of the one Part, and the said *B.* of the other Part, and for divers, &c. **She** the said *A.* **hath** granted, bargained, sold, aliened, remised, released and confirmed, and by these Presents **Doth, &c.** unto the said *B.* his Heirs and Assigns, (a) **All** those Tithes of Corn, Grain and Hay, arising, renewing, happening or coming within the Town, Hamlet, Parish, Fields, Precincts and Territories of *C.* in the County of *X.* with the Appurtenances, and all Glebe-Lands, and Tithes whatsoever, of or belonging to the said *A.* being, arising, renewing, happening or coming within the said Town, Hamlet, &c. of *C.* aforesaid, *cum pertinentiis*, and the Reversion, &c. **To have, &c.** to *B.* his Heirs and Assigns, **To** the only Use and Behoof of the said *B.* his Heirs and Assigns for ever. (*Usual Covenants, &c. viz. Seised; good Right to convey; quiet Enjoyment; free from Incumbrances, and further Assurance.*) **In Witness, &c.**

A Grant of a Pew in a Church.

THIS Indenture made, &c. Between *J. G. S.* of, &c. of the one Part, and *W. P. W.* of *Gray's Inn, &c.* Esq; of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 10 Guineas of, &c. to the said *J. G. S.* in Hand paid by the said *W. P. W.* at or before the Sealing and Delivery of these Presents, the Receipt whereof, &c. **He** the said *J. G. S.* **hath** granted, bargained and sold, and by, &c. unto the said *W. P. W.* his Heirs and Assigns, **All** that Pew or Seat formerly of *J. G.* late of, &c. deceased, late Grandfather of the said *J. G. S.* and now of the said *J. G. S.* situate and being in the Body of the Parish Church of *B.* in the said County of *H.* abutting, &c. with the Appurtenances, and also all the Estate, Right, Title, Interest and Property whatsoever, either at Law or in Equity of him the said *J. G. S.* of, in, and unto the same Premises; **To have and to hold** hereby granted Pew or Seat, unto the said *W. P. W.* his Heirs and Assigns, to the Use and Behoof of the said *W. P. W.* his Heirs and Assigns for ever, to be used and enjoyed with the Mansion-House of the said *W. P. W.* situate in *H.* aforesaid, within the said Parish of *B.* for ever, or otherwise at the Pleasure of the said *W. P. W.* his Heirs or Assigns; **And** the said *J. G. S.* for himself, his Heirs and Administrators, doth covenant with the said *W. P. W.* his Heirs and Assigns, in Manner following, *viz.* That it shall and may be lawful to and for the said *W. P. W.* his Heirs and Assigns, Tenants or Undertenants of the Mansion-House aforesaid, from Time to Time, and at all Times hereafter, peaceably and quietly to have, use, occupy and enjoy the said hereby granted Pew or Seat, and every Part thereof, without any the lawful Let, Suit, Trouble, Molestation or Interruption, of or by the said *J. G. S.* or his Heirs, or any other Person or Persons whomsoever, lawfully claiming or to claim, by, from, or under him, them or any of them, or by, from, or under the said *J. G.* deceased, free and clear, and freely and clearly acquitted and discharged of and from any former Grants, Bargains, Sales, In-tails, Settlements, Wills, and all other Titles, Charges and Incumbrances whatsoever made or done by the said *J. G. S.* and *J. G.* deceased, or either of them, or any other Person or Persons whomsoever, lawfully claiming or to claim by, from, or under them, or either of them; **And further**, that he the said *J. G. S.* and his Heirs, and all other Person and Persons having or lawfully claiming, or to claim any Estate, Right, Title or Interest, in
or

(a) *Note*; There is no Occasion for a Lease for a Year, Tithes being a Thing in Grant and not in Livery.
2. If not the best Way, by Deed inrolled in Court?
Ans. Yes.

or to the said hereby granted Pew or Seat, by, from, or under the said *J. G. S.* or the said *J. G.* or either of them, shall and will at any Time hereafter, upon the reasonable Request and Charge of the said *W. P. W.* his Heirs or Assigns, make, do, levy, execute and acknowledge, or cause and procure so to be, all and every such further and lawful Act, Deed, Matter or Thing in the Law whatsoever, for the better Conveying, Assuring and Confirming the said Pew or Seat unto and to the Use of the said *W. P. W.* his Heirs and Assigns for ever, be the same by Deed or Deeds, Fine, or otherwise, so as for the doing thereof, no Person or Persons be obliged or compelled to travel from his, her or their then Place or Places of Abode, and so as no such further Assurance or Assurances contain no further or other Warranty or Covenant than against the Persons that shall make the same, and their Heirs, and all Persons lawfully claiming or to claim, by, from, or under them. **In Witness, &c.**

Grant of a Moiety of the Fees and Profits of the Transfer-Office, and 100 l. per Ann. out of the other Moiety, (deducting incident Charges) so long as the Grantee shall in Person faithfully and diligently execute the same Office.

THIS Indenture made, &c. **Between** *T. N.* of *W.* Esq; of the one Part, and *D. T.* of, &c. Esq; of the other Part. **Whereas**, &c. (*recite the Act and Patent relating thereto*): **And whereas** the said *T. N.* hath, by a certain Deed of even Date with these Presents, constituted and appointed the said *D. T.* his lawful Deputy, to hold and enjoy the said Office, together with the Salary or Allowance of 150 l. per Ann. in Manner as therein mentioned: **Now this Indenture witnesseth**, that the said *T. N.* (for the better Incouragement of him the said *D. T.* faithfully to execute the said Office, and for divers other good Causes and valuable Considerations, him thereunto especially moving) **hath** given and granted, and by these Presents **Doth** give and grant unto the said *D. T.* **One** Moiety or Half-Part of all and every the Fees, Perquisites, and clear Profits which shall arise, accrew, or become due for or by Reason of the said Transfer-Office, (**All** Charges in House-Rent, Repairs and Taxes, (over and above the said 100 l. per Ann. allowed for the same by the said Act) and all other Charges and Expences whatsoever, of or by Reason of the said Transfer-Office, being first thereout taken and deducted); **To hold** and enjoy the said Moiety or Half-Part of the said Fees, Perquisites, and clear Profits of the said Office, after such Deduction as aforesaid, unto the said *D. T.* from the Feast-Day of *St. Michael the Archangel* next ensuing the Date hereof, for so long Time as he the said *D. T.* shall with his own Person diligently and faithfully execute the said Office: **And this Indenture further witnesseth**, that the said *T. N.* out of his further Respect and good Intentions to the said *D. T.* and also for the Considerations aforesaid, **hath** given and granted, and by these Presents **Doth** give and grant unto the said *D. T.* the Sum of 100 l. per Ann. to be issuing and payable out of the other Moiety of the clear Profits, Fees and Perquisites of the said Transfer-Office, (if there shall be such clear Profits) (all Incident and Collateral Charges concerning the Management of the said Office, over and besides what is allowed by the said Letters Patent for House-Rent, House-Keeper, Clerks and Taxes, being first deducted); **To hold**, enjoy, receive and take the said 100 l. per Ann. from the said Feast-Day of *St. Michael the Archangel* next ensuing the Date hereof, for so long Time as he the said *D. T.* shall in his own proper Person exercise and manage the said Office of Deputy to the Satisfaction of the said *T. N.* **Provided** always, and it is declared and agreed, that by the Fees, Perquisites and Profits of the said Transfer-Office, the said Salary or Allowance of 1800 l. per Ann. nor any Part thereof, is not intended to be comprehended or included, but that the same shall remain intire to, and in the Disposition of the said *T. N.* (except that 150 l. per Ann. thereof, which is by the said Deed of even Date herewith granted by the said *T. N.* to the said *D. T.* as aforesaid): **Provided** also, that if the said *D. T.* shall not once in every Month, (if requested so to do) and at every other Time and Times, within 10 Days after he shall be requested so to do by the said *T. N.* state and make up a true and just Account of all and every the Fees, Perquisites and Profits, and of all and all Manner of direct or collateral Benefits and Advantages whatsoever, which he shall make or receive, for or by Reason of the said Office, and shall make Oath, if so required by the said *T. N.* before some Master of the Court of Chancery, of the Justness and Truth of such Accounts, and do and shall well and truly pay and satisfy to the said *T. N.* one Moiety of such Fees, Profits, Benefits and Advantages, (the Sum of 100 l. per Ann. pro rata for the Time he shall so account, being by the said *D. T.* retained and deducted) then this present Indenture, and every Grant, Matter and Thing herein contained, shall cease and be void; **And** the said *D. T.* for himself, and

and his Heirs, doth covenant and grant to and with the said T. N. to account with and pay to the said T. N. or his Assigns, in Manner and Form as aforesaid. In Witness, &c.

For more concerning Offices, See Deputations.

Gifts.

Of Lands.

THIS Indenture made the — Day of — Between A. B. of — of the one Part, and T. B. of — Son of the said A. B. of the other Part, Witnesseth, that the said A. B. for and in Consideration of the natural Love and Affection which he hath and beareth unto the said T. B. hath given, granted, aliened, infeoffed and confirmed, and by these Presents Doth give, &c. — unto the said T. B. his Heirs and Assigns, All that Messuage or Tenement, situate, &c. and all and singular Houses, Edifices, Buildings, Barns, Stables, Courts, Gardens, Orchards, Woods, Underwoods, Commons, Common of Pasture, Ways, Paths, Passages, Waters, Water-Courses, Easements, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement, Lands and Premises above mentioned, or any Part thereof, belonging or in any Ways appertaining, or therewith commonly used, occupied or enjoyed, accepted, reputed, taken or known as Part, Parcel, or belonging of or to the same; and the Reversion or Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises; and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said A. B. of, in, and to the said Messuage, &c. and of, in, and to every Part and Parcel thereof, with their and every of their Appurtenances, and all Deeds, &c. **To have and to hold** the said Messuage, &c. and all and singular the Premises hereby granted and conveyed, or mentioned or intended to be granted and conveyed, with their Appurtenances, unto the said T. B. his Heirs and Assigns, to the only proper Use and Behoof of him the said T. B. his Heirs and Assigns for ever; **And** the said A. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said T. B. his Heirs and Assigns, by these Presents, that the said T. B. his Heirs and Assigns, shall and lawfully may from henceforth for ever, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, Lands and Premises above mentioned to be hereby given and granted, with their and every of their Appurtenances, clear and discharged, or well and sufficiently saved and kept harmless, of and from all former and other Gifts, Grants, Bargains, Sales, Jointures, Feoffments, Leases, Dowers, Estates, Entails, Rent-Charges, Arrearages of Rents, Statutes, Judgments, Recognisances, Executions, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done and suffered, or to be had, made, committed, done and suffered by him the said A. B. his Heirs, Executors or Administrators, or any other Person or Persons lawfully claiming or to claim, by, from, or under him, them, or any or either of them. In Witness, &c.

Covenant for peaceable Enjoyment.

Of Goods and Chattels conditionally.

KNOW, &c. that I M. B. of — in Consideration of the natural Love and Affection which I have and bear to my Nephew F. S. of — and for and towards the better Support and Maintenance of him after my Decease, and for divers other, &c. Have given, granted and sold, and by, &c. Do, &c. unto the said F. S. All and every my Plate, Jewels, Rings, Watches, and all and singular my Household-Goods, Household-Stuff and Implements of Household, Linen, Bedding, Brass and Pewter, and all other my Goods and Chattels whatsoever and wheresoever, and of what Nature, Sort or Kind soever; **To have and to hold** the said Plate, &c. and all and singular other the Goods and Chattels hereby granted, bargained and sold, or mentioned, &c. and every Part and Parcel thereof, unto the said F. S. his Executors, Administrators and Assigns, as his and their own proper Goods, Chattels and Effects from henceforth for ever: **Provided always**, and upon this special Trust and Confidence nevertheless, and upon this express Condition, that he the said F. S. his Executors, Administrators and Assigns, shall and do permit and suffer me the said M. B. to use, keep and enjoy all and every the said Plate, &c.

£c. during my natural Life, without paying or yielding any Thing therefore, or in Respect thereof, and not otherwise; **And** that from and after my Decease, he the said F. S. his Executors, Administrators or Assigns, shall or lawfully may have, hold and enjoy the same, and every Part and Parcel thereof, and dispose thereof, and convert the same to his and their own proper Use and Behoof, as he or they shall think fit. **In Witness, &c.**

Deed of Gift, by a Mother, of Debts due from her Children.

I **D** all Christian People to whom these Presents shall come, I D. R. of, &c. Widow, send Greeting. **Whereas** my Son H. R. is now indebted to me in the Sum of 10 l. and my Son-in-Law J. M. is likewise indebted to me in the Sum of 9 l. and my Son-in-Law J. G. in the Sum of 7 l. and my Son J. R. in the Sum of 4 l. all of good and lawful Money of Great Britain: **Now know ye**, that I the said D. R. for divers good Causes and valuable Considerations me hereunto moving, **Have** given, granted and released, and by these Presents do for me, my Heirs, Executors and Administrators, give, grant and release the several Sums before mentioned, to the several Persons herein after named, (that is to say) **To** my Son W. R. the Sum of 4 l. of lawful Money of Great Britain, to be paid by the said H. R. and J. M. Share and Share alike, out of the several Sums now in their Hands; **And** as to the Remainder of the several Sums now in their Hands, I do hereby give the same unto them the said H. R. and J. M. and do hereby acquit, release and discharge them the said H. R. and J. M. their Heirs, Executors and Administrators, of and from the same; **And** as for the Sum now due to me from my Son-in-Law J. G. I do hereby give the same unto J. his now Wife, and do hereby acquit and discharge the said J. G. his Heirs, Executors and Administrators, of and from the same; **And** as for the Sum now due to me from my said Son J. R. I do hereby give the same unto him, and do hereby acquit and discharge him my said Son J. R. his Heirs, Executors and Administrators, of and from the same. **In Witness, &c.**

Deed of Gift by a Father to his Son, of his House, Goods, Stock in Trade, &c. The Son to pay the Father's Debt, and allow him an annual Sum, and on Default of Payment the Father to re-enter, &c.

I **D** all Christian People to whom these Presents shall come, T. H. of, &c. Glover, sendeth Greeting. **Know ye**, that the said T. H. as well for and in Consideration of the natural Love and Affection which he hath and beareth for and towards S. H. of, &c. aforesaid, Glover, his only Son and Heir apparent, as of the Sum of 40 l. by him to be paid to F. P. Gent. for and in Discharge of a real and just Debt to him due, and of the Sum of 10 l. to be also by him paid to M. H. Daughter of the said T. H. in Lieu of the Legacies had and received for her Use, (by the said T. H.) to her given and bequeathed by W. H. late of, &c. Glasier, deceased, by her late Grandfather, and 10 l. more to her due for Wages, and of the Provisoos, Covenants and Agreements, and other Payments herein after mentioned to be by him the said S. H. his Executors or Administrators, paid, done, observed and performed, and for divers other good and valuable Causes and Considerations him thereunto moving, **Doth** given, granted, bargained, sold, released and confirmed, and by these Presents **Doth** fully and absolutely give, grant, bargain, sell, release and for ever confirm unto the said S. H. his Executors, Administrators and Assigns, **All** his Right, Title, Interest, Property, Claim and Demand whatsoever, of, in and to all that Messuage, Tenement, or Dwelling-house and Garden thereunto belonging and adjoining, situate, &c. now in the Tenure and Possession of him the said T. H. and also all and singular his Household Goods, Implements of Household and Stock in Trade of Gloves, Skins, and all and every other Materials, Utensils and Implements belonging to the said Trade or Occupation of a Glover, and all his Debts, Rights, Credits and Personal Estate whereof he is now possessed, or any ways interested in or intitled unto, of what Nature or Kind soever the same are, or wheresoever they be or may be found, as well in his Possession, or elsewhere, in the Possession, Custody or Power of any other Person or Persons whatsoever, with their and every of their Rights, Members and Appurtenances, (one Bed, Bedstead, and the Appurtenances, now in the Room over the Kitchen, only excepted); **To have and to hold** the said Goods, Household-Stuff, Stock in Trade, Debts, Rights and Personal Estate, and other the Premises aforesaid, (except before excepted) with their and every of their Rights, Members and Appurtenances, unto the said S. H. his Executors, Administrators and Assigns for ever, without rendring any Accounts, or being therefore in any wise accountable to the said T. H. his Heirs, Executors or Administrators, for the same.

And the said S. H. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said T. H. his Executors, Administrators and Assigns, and to and with every of them, by these Presents, in Manner and Form following, (that is to say) That he the said S. H. for himself, his Heirs, Executors and Administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said F. P. the said Principal Sum of 40 l. now to him from the said T. H. due by Specialty or otherwise, as by an Account thereof stated on the Day next before the Day of the Date hereof may appear; and to the said M. H. the Sum of 10 l. for and in Lieu of the Legacy or Legacies to her given and bequeathed by the last Will and Testament of the said W. H. and by the said T. H. for her already had and received, and the said 10 l. for Wages; and at all Times hereafter free, discharge and keep harmless and indemnified the said T. H. his Executors and Administrators, from the said Debt and Legacies so due to the said F. P. and M. H. and from all Actions, Suits and Damages that may to him or them arise by reason of the Non-payment thereof: **And moreover**, that he the said S. H. his Heirs, Executors and Administrators, or some or one of them, shall and will Yearly and every Year during the Term of the natural Life of the said T. H. by four equal quarterly Payments, the first to begin at Michaelmas next, well and truly pay or cause to be paid unto the said T. H. or his Assigns, the Sum of 3 l. for and towards his Support or Maintenance, or to find or provide for him sufficient Meat, Drink, Washing and Lodging, fitting his Degree and Quality, at the Choice and Election of the said T. H. **Provided always**, and upon this Condition, and it is the true Intent and Meaning of these Presents, that if the said S. H. his Heirs, Executors and Administrators, shall neglect and refuse to pay the said two several Sums, according to his Covenant above mentioned for Payment thereof to the said F. P. and M. H. or if the said T. H. shall happen to be sued, arrested or prosecuted for the same, or either of them, or any Part thereof, or if the said S. H. his Heirs, Executors and Administrators, shall neglect or refuse to pay the said 3 l. yearly, (in Manner as the same is above specified to be paid) or find and provide for the said T. H. Meat, Drink, Washing and Lodging, sufficient for and befitting him; that then in all, any or either of the Cases aforesaid, it shall and may be lawful to and for the said T. H. into all and singular the Premises hereby granted to re-enter, and the same to have again, re-possess and enjoy, as in his or their former Estate or Estates; any Thing, &c. **In Witness, &c.**

The Son's
Covenant
with his Fa-
ther to pay
Debts,

and allow his
Father an an-
nual Sum to-
wards his
Maintenance.

On Failure of
Payment, the
Father may
re-enter, &c.

A Gift of a small Debt in Part of Gratuity for Maintenance.

ID all Persons to whom, &c. I A. E. of, &c. Widow, send Greeting. **Whereas** W. W. of, &c. and H. M. of, &c. are now indebted to me the said A. for Rent, or otherwise, in the Sum of 8 l. or thereabouts: **And whereas** my Nephew J. L. of, &c. doth now, and for some Time past hath lodged, boarded and provided me with all proper Necessaries: **Now** I the said A. E. in Part of Satisfaction for such his Maintenance of me, and in Consideration that the said J. L. hath promised to provide for me during my life, and to bury me when dead, and also for natural Love which I have for my said Nephew, and also in Consideration of 5 s. to me in Hand paid by him the said J. L. **I** the said A. E. **have**, and by these Presents **do** absolutely give, grant, bargain, sell, assign and confirm unto him the said J. L. **All** and every the Sum and Sums of Money whatsoever which now are or at any Time hereafter shall become due or payable to me the said A. as well from the said W. W. and H. M. or either of them, as also of or from any other Person or Persons whomsoever, for or on Account of Rent, or otherwise howsoever, as likewise all and every my Goods, Chattels, Personal and other Estate whatsoever and wheresoever, which I now or at any Time hereafter shall be possessed of, or any ways intitled unto, in any Manner howsoever; **To have, hold**, receive, take and enjoy all and singular the herein before granted Premises, unto and to the Use of the said J. L. his Executors, Administrators and Assigns, from henceforth for ever. **And** for the further, &c. (Letter of Attorney to receive the Money). **In Witness, &c.**

A special Deed of Gift and Bill of Sale of a Person's whole Estate, upon Trust for the Donor for Life, after her Decease, to the Donee, with a Proviso of Revocation.

THIS Indenture Tripartite, &c. Between the Right Honourable A. Countess of D. and M. (Relict of the late Right Honourable C. Earl of D. and M. deceased) of the first Part, Sir J. C. of, &c. Bart. and T. C. of, &c. Gent. of the second Part, and J. R. of, &c. Spinster, (Sister of the said A. Countess of D. and M.) of the third Part,
Witnesseth,

Witnesseth, that the said *A. Countess of D. and M.* as well for the Love and Affection she hath and beareth to the said *J. R.* and for settling and assuring the Premises herein after mentioned, upon the Trusts hereafter mentioned, and in Consideration of 5 s. of, &c. to her the said Countess in Hand paid by the said Sir *J. C.* and *T. C.* at, &c. the Receipt, &c. she the said *A. Countess of D. and M.* hath given, granted, bargained, sold, assigned and set over, and by these Presents **Doth** give, &c. unto the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns, **All** and singular the Messuages, Houses, Rents, Household-Goods, Plate, Linen, Woollen, Jewels, Rights, Credits, and all other the Goods and Chattels whatsoever, either Real or Personal, of her the said Countess of *D. and M.* whereof she is possessed, interested in or intitled unto; and all the Estate, Right, Title, Interest, Property, Challenge, Claim and Demand whatsoever of her the said *A. Countess of D. and M.* of, in or to the same; or any Part or Parcel thereof; **To have and to hold** the said Messuages, Houses, Rents, and all other the Chattels Real hereby granted, or intended so to be, unto the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns, from the Day of the Date hereof, for and during all such Estate and Estates, Term and Terms, as she the said *A. Countess of D. and M.* now hath severally therein, or is interested in or intitled unto, fully to be compleat and ended, in Trust as is hereafter mentioned; **And to have and to hold** the said Household Goods, Plate, Linen, Woollen, Jewels, and all other the Personal Estate hereby granted, or intended to be granted, unto the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns from henceforth, as and for their own proper Goods and Chattels for ever, **In Trust** as is herein after mentioned, (that is to say) In Trust and Confidence that they the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns, shall permit and suffer the said *A. Countess of D. and M.* and her Assigns, to hold and enjoy the said Messuages, Houses, Rents and Real Estate, and take the Profits thereof to her and their own Use, and to have the free Use and Enjoyment of the said Personal Estate hereby granted, for so long Time and Term as she the said *A. Countess of D. and M.* shall live; and from and immediately after her Decease, in Trust to and for the said *J. R.* her Executors, Administrators and Assigns, and for her and their own proper Use and Behoof; and to and upon no other Trust whatsoever: **And** the said *A. Countess of D. and M.* and all and singular the said hereby granted Premises, to the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns, against her the said *A. Countess of D. and M.* and all Persons claiming under her, shall and will warrant and defend by these Presents. **Provided nevertheless**, that it shall and may be lawful for the said *A. Countess of D. and M.* at any Time hereafter, by Writing under her Hand and Seal, attested by two Witnesses subscribing their Names as such thereto, to revoke and make void these Presents; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

Deed of Gift from a Father, of his Personal Estate to two Trustees, in Trust for his Daughter; but if dead before Age or married, then to his Wife, with a Power of Revocation.

THIS Indenture, made, &c. **Between** the Reverend *W. S.* of, &c. of the one Part, and *T. S.* of, &c. and *R. G.* of, &c. (two Trustees nominated by the said *W. S.* for the Intents and Purposes herein after mentioned) of the other Part, **Witnesseth**, that for and in Consideration of the natural Love and Affection which he the said *W. S.* hath for and beareth to his Daughter and only Child *A. M. S.* and to the Intent to make some Provision for her Education and Maintenance, and for her future Support and Advancement in the World, and for the Sum of 5 s. now paid to him by the said *T. S.* and *R. G.* the Receipt whereof is by him hereby acknowledged, and for divers other good Causes and valuable Considerations him thereunto especially moving, **He** the said *W. S.* hath given and granted, and by these Presents **Doth** fully and absolutely give and grant unto them the said *T. S.* and *R. G.* **All** the Ready Monies, Plate, Rings, Jewels, Debts, Stock of Corn, Grain, Hay, Utensils and Implements of Husbandry, Household Goods and Furniture, and all other the Stock, as well quick as dead, and all other the Goods, Chattels and Estate whatsoever and wheresoever, and of what Nature or Kind soever, which he the said *W. S.* at the Time of his Death shall be possessed of, or any ways intitled unto; and all the Right, Title, Interest, Property, Claim and Demand whatsoever, either at Law or in Equity, of him the said *W. S.* of, in or to the said Premises, and every Part thereof; **To have**, hold, receive, take and enjoy all and singular the said hereby given and granted Premises, unto and to the Use of the said *T. S.* and *R. G.* their Executors, Administrators and Assigns, from the Day of the Death of the said *W. S.* **As** and for their own proper

proper Goods and Chattels for evermore, **And** to which they are hereby intended to have a legal Right and Property, **And** that in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as he the said *W. S.* or his Executors or Administrators, could or might have had, held, received or enjoyed the same, if these Presents had not been made; **Together** with full Power for them the said Trustees to bring any Action or Suit for the Recovery and Receipt of the said Premises, and to give sufficient Discharges for the same, or any Part thereof; **Nevertheless in Trust** for the said *A. M. S.* and other Purposes, in such Manner as herein after mentioned. **And** the said *W. S.* for himself, his Executors and Administrators, all and singular the said hereby given and granted Goods, Chattels, Stock and Premises, unto them the said *T. S.* and *R. G.* their Executors, Administrators and Assigns, shall and will warrant and for ever defend against all Persons by these Presents, and it is hereby agreed and declared by and between all the Parties to these Presents, that the Gift hereby made of the said granted Premises unto them the said Trustees, was and is to them so made, upon the several Trusts, Intents and Purposes, and subject to the several Provisoes herein after mentioned and declared of and concerning the same, *viz.* **Upon this special Trust**, that they the said Trustees, the said *T. S.* and *R. G.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do, as soon as conveniently may be after the Death of the said *W. S.* absolutely sell and dispose of all and singular such Part of the said hereby granted Premises as are saleable, unto such Person or Persons, in the best Manner and for the most Monies that can be had or gotten for the same; **And** from and immediately after such Sale, then upon this further Trust, that they the said Trustees, by and out of such Money as the said *W. S.* shall leave at his Death, or by and out of the Monies arising by such Sale, shall and do in the first Place pay the Funeral Expences of the said *W. S.* and all such just Debts as he shall owe at the Time of his Death; **And** from and after Payment thereof, and subject thereunto, then upon this further Trust, that they the said Trustees, or the Survivor of them, his Executors, Administrators or Assigns, shall and do, as soon as may be after the Death of the said *W. S.* and of such Sale to be so made of the said Premises as aforesaid, put and place out as well the Monies arising by such Sale, or the Surplus thereof, as also the Whole or Residue of such Monies as the said *W. S.* shall leave at his Death, either in some publick Bank-Stock or Fund, or else upon one or more good and sufficient Securities, either Real or Personal, with full Power for them the said Trustees at any Time thereafter to call in, remove and new place out the said Monies, or any Part thereof, in such Manner as they in their Discretion shall think fit: **And upon this further special Trust**, that they the said Trustees, or the Survivor of them, his Executors, Administrators or Assigns, shall and do well and truly apply and pay all the Interest and Produce to arise or be had or made of the Surplus and Residue of the same Monies, to and for the Education, Maintenance, Cloathing, and only Use and Benefit of her the said *A. M. S.* until her Age of 21 Years or Day of Marriage, which shall first happen; and from and after such her Age or Marriage, **Then upon this further Trust**, that they the said Trustees, or the Survivor of them, his Executors, Administrators or Assigns, shall and do pay or assign all the same Monies, or all Securities then taken for the same, unto the said *A. M. S.* or to such Person or Persons as she by any Writing shall direct or appoint; and in Case of her Death before such her Age or Marriage, **Then and in such Case in Trust**, and to and for the only Use and Benefit of *A. S.* (Mother of the said *A. M. S.*) her Executors, Administrators and Assigns, and to, for and upon no other Trust, Use, Intent or Purpose whatsoever. **Provided always**, and it is hereby agreed and declared to be the true Intent and Meaning of these Presents, that it shall and may be lawful to and for the said Trustees, in the first Place, to retain and reimburse to themselves out of the said Trust-Monies, all such Costs, Charges and Damages which they, either or any of them, shall or may pay, expend, sustain or be put unto in the Execution or Management of the Trusts hereby in them reposed; **And** that they the said Trustees, or either of them, or the Administrators or Assigns of either of them, shall not be answerable or liable the one for the other, or for the Acts, Payments, Receipts or Defaults of the other of them, but each for himself only, and only for what he or they shall actually and respectively receive, and no more; and that they shall not be answerable for the Loss of any Monies that shall or may happen, unless it be by or through their wilful Neglect or Default. **Provided also and lastly**, it is hereby further agreed and declared by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *W. S.* at any Time or Times hereafter during his Life, by any Deed or Writing to be by him sealed and executed in the Presence of two or more credible Witnesses, or by his last Will and Testament in Writing, to be by him signed, sealed and published in the Presence of three or more credible Witnesses, to revoke, annul, alter or make void these

Presents, or all or any of the Trusts herein before declared of or concerning all or any Part of the said Premises; And by the same, or any other Deed or Writing, or last Will and Testament in Writing so respectively signed, sealed, executed and published as aforesaid, to declare or appoint any further or other Trust whatsoever touching or concerning the same Premises, or any Part thereof, as he the said *W. S.* shall think fit; any Thing, &c. In Witness, &c.

Indemnity.

A Deed to indemnify a Trustee on his selling an Estate.

TO all to whom, &c. **Whereas** *J. G.* of — whose Name was used in Trust, together with one *C. D.* of — for the Use and Behoof of *J. J.* of — and after for the Use and Behoof of me the Right Honourable *J.* Earl of *B. Hatb* lately granted, bargained and sold unto *J. E.* and *J. C.* Gent. their Heirs and Assigns, All that, &c. as in and by one Deed indented and inrolled, bearing Date, &c. may appear: **Now know ye**, that I the said Earl **Do** hereby acknowledge the said Grant, Bargain and Sale, to have been so made by the said *J. G.* at the Request and by the Appointment of me the said Earl; and I the said Earl do hereby promise and undertake for me, my Heirs, Executors and Administrators, to save harmless and keep indemnified the said *J. G.* his Heirs, Executors and Administrators, and every of them, of and from all Actions, Suits and Troubles, and of and from all Costs, Damages and Expences which he the said *J. G.* shall or may be put unto, suffer or expend, for or by reason of the said Manor, &c. descended on him the said *J. G.* or of any Trust concerning the same, or for or by reason of the said Grant, Bargain and Sale, so made unto the said *J. E.* and *J. C.* as aforesaid, or of any Matter or Thing to be at any Time hereafter had, done or happening, in Pursuance thereof. In Witness, &c.

See Bonds of Indemnity, Tit. Bonds.

Indorsements.

A Receipt for the Consideration Money mentioned in a Deed, to be indorsed thereon.

REceived, on the Day of the Date of the within written Indenture, of the within named *A. B.* the Sum of 500 *l.* being the Consideration Money within mentioned to be by him paid to me } *l. s. d.*
 Witness, } 500 0 0
E. F. &c. } *C. D.*

A Receipt where there are two Originals, as in a Security to two Persons, &c. and two Receipts are given for the same Sum.

REceived, on the Day of the Date of the within written Indenture, of the within named *A. B.* the Sum of 1000 *l.* being the Consideration-Money within mentioned to be by him paid unto me, and for which the like Receipt is given on another Part of the within written Indenture. I } 1000 0 0
 say received by me }
C. D.
 Witness,
E. F. &c.

A Re-

A Receipt for Consideration Money, referring to another Receipt on another Deed for the same Sum.

Recieved, on the Day of the Date of the within written Indenture, of the within named *B.* the full Sum of 2000*l.* being the Consideration Money within mentioned to be by him to me paid, and being the same Sum of 2000*l.* for which I have given and signed another Receipt indorsed upon an Indenture intended to be inrolled in Chancery, and bearing even Date with the within written Indenture, and made between the same Parties as are to the same within written Indenture. I say received the said Sum of 2000*l.* by me

l. s. d.
2000 0 0

Received on a Deed for the Sale of Goods, &c.

Recieved on the Day and Year first within witten by me the within named *J. M.* of and from the within named *R. E.* the full Sum of 185*l.* 9*s.* being the same Sum within mentioned to be by him to me paid, for the Coaches, Chariots, Harness, Timber and other Things which have been by him bought of me, and which have been appraised by two indifferent Persons, as is within mentioned. I say received by me

185 9 0

Upon Deeds there is not only indorsed a Receipt (where necessary) but a Testimonial of the due Execution of the Deed in the following Manner.

Scaled and delivered, (being first duly stamped) in the Presence of
E. F.
G. H.

Or sometimes it may be thus.

Scaled and delivered, (being first duly stamped, and the Names of *A.* and *B.* two Trustees therein named, being wrote on an Erasure made in one Part of the within written Deed; or that one or more Interlineations were first made in the first, second, &c. Line of the first, &c. Skin, &c.) by the within named *B. C.* and *D.* in the Presence of
E. F.
G. H.

Or thus, where a Man executes a Deed by Letter of Attorney.

Memorandum, that the within named *M. W.* this — Day of — by Virtue of a Letter of Attorney to him made by the within named *T. Lord J.* for that Purpose, (inrolled in the Rolls of the High Court of Chancery) did sign, seal and deliver the within written Indenture as the Act and Deed of the said *T. Lord J.* in the Presence of
A. B.
C. D.

Indorsement on a Settlement of a Leasehold Estate, to rectify a Mistake of four Messuages thereby assigned, whereof only three of them were intended to be assigned. Drawn by Mr. Webb of Gray's Inn, being a Roman Catholick's Estate, done upon a 5 s. Stamp.

Memorandum, that before the Ensealing and Delivery of the within written Indenture, It was agreed by and between all the Parties to the same Indenture, that three only of the within mentioned Messuages, and the Ground whereon they stand, (*viz.*) the Messuage now in Possession of *W. U.* the Messuage in the Possession of the Widow *C.* and

and the Messuage in the Possession of *W. H.* were intended to be granted and assigned upon the Trusts within mentioned; and that the Messuage within mentioned to be in the Possession of *W.* though mentioned to be granted or assigned, was not, nor is intended to be granted by the within written Indenture, but was intended to be, and is hereby declared to be excluded from passing thereby; any thing in the within written Indenture contained to the contrary thereof in any wise notwithstanding. (a)

Witness

E. W.

S. M.

H. S.

R. D.

E. W.

(b) Inrolment of (c) Deeds.

The Entry or Inrolment of a Deed acknowledged at Bar.

England, ff. **BE** it remembered, that on the — Day of — in this same Term, before the Lord the King at *Westminster*, comes *A. B.* in his proper Person, and brings here into the Court of the said Lord the King then here, his certain Writing indented, which he acknowledges to be his Deed; and prays that that Writing may be inrolled on Record in the said Court, before the said Lord the King, as his Deed, and it is granted him by the said Court, and the same is inrolled, in these Words, to wit, **This Indenture, &c.** (Here should follow the whole Deed verbatim.)

Another of a Deed acknowledged before the Lord Chief Justice.

England, ff. **BE** it remembered, that on (The first Day of the Term) in this same Term, before the Lord the King at *Westminster*, Sir *W. L.* the Chief Justice of our said Lord the King, before the King himself, here records that on the — Day of — in the — Year of the Reign of our said Lord the King, before the said Chief Justice himself at — came *A. B.* in his proper Person, and he brought before the same Chief Justice then there a certain Writing indented, which he acknowledged to be his Deed, and prayed, that that Writing might be inrolled of Record before our Lord the King as his Deed, which said Deed the aforesaid Chief Justice with his own proper Hands hath now delivered here into Court in Form aforesaid to be inrolled, and it is inrolled in this Form as follows, to wit, **This Indenture, made, &c.** (Verbatim to the End of the Deed.)

The Inrolment of an Indenture acknowledged before one of the puisne Justices.

England, to wit, **BE** it remembered, that on *Wednesday* next after — Days of St. *Michael* in this same Term, before the Lord the King at *Westminster*, Sir *E. P.* Knight, one of the Justices of the Lord the King, assigned to hold Pleas in the Court of our said Lord the King before the King himself, here records, that on the — Day of — in the — Year of the Reign of our said Lord the King at — before the same Justice, came *W. T. Esq;* the Son and Heir Apparent of *F. T. Esq;* and that on the — Day of — in the abovesaid — Year of the Reign of our said Lord the King at — before the same Justice, came *F. T.* in their own proper Persons, and they then brought before the same Justice there their certain Indenture, which they acknowledged to be their Deed, and they prayed that that Indenture might be inrolled of Record before our said Lord the King as their Deed, which said Indenture the said Justice, with his own proper Hands hath delivered here into Court in Form aforesaid to be inrolled, and the same is inrolled in this Form as follows, to wit, **This Indenture made, &c.**

(a) Register'd in *Middlesex*, and inrolled in his Majesty's High Court of Chancery the 17th Day of *May* in the Year of our Lord, &c. being first duly stamped according to the Tenor of the Statute made in the 6th Year of the Reign of their late Majesties King *William* and Queen *Mary*.

(b) See concerning inrolling Bargains and Sales, in the *First Part*, p. 708.

(c) Wills may also be inrolled, and frequently are in Chancery.

Leases.

A general Form of a Lease.

THIS Indenture made, &c. Between J. A. of — of the one Part, and D. B. of — of the other Part, Witnesseth, that the said J. A. for and in Consideration of the yearly Rent, Covenants, (Provisoes, Conditions and Agreements) herein after reserved and contained by and on the Part and Behalf of the said D. B. his Executors, Administrators and Assigns, to be paid, kept, and performed, ~~Doth~~ demised, leased, set and to Farm letten, and by these Presents ~~Doth~~ demise, &c. unto the said D. B. All that, &c. (see Tit. **Parcels**) **To have and to hold** the said — and Premises hereby demised, or mentioned, or intended so to be, with their and every of their Appurtenances, (If any thing is excepted in the Premises, say, except before excepted) unto the said D. B. his Executors, Administrators and Assigns, from the Feast-Day of — before the Date hereof, for and during and unto the full End and Term of — Years from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year during the said Term (hereby demised) unto the said J. A. his Executors, Administrators and Assigns, the yearly Rent or Sum of — of lawful, &c. (Free, clear and exempt of and from all parochial or other Taxes, Rates, Duties, Assessments, Payments and outgoings whatsoever (other than the Land Tax) at or upon the four most usual Feasts, Days or Times of Payment in the Year, viz. The Feast of the Nativity of St. John the Baptist, St. Michael the Archangel, the Birth of our Lord Christ, and the Annunciation of the blessed Virgin Mary, by even and equal quarterly Portions and Payments; the first (quarterly) Payment thereof to be made on the Feast of — next ensuing the Date hereof. (The following Covenants, &c. may be added as Occasion requires). **In Witness, &c.**

Reddendum of Rent free from all Taxes except Land Tax.

Covenant, that the Tenant shall pay the Rent according to the Reddendum in a Lease free from all Taxes (except the Land Tax.)

AND the said D. B. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said J. A. his Executors, Administrators and Assigns, and every of them by these Presents in Manner and Form following, (that is to say) that he the said D. B. his Executors, Administrators and Assigns, or some or one of them, shall and will from Time to Time, yearly, during the said Term hereby demised, well and truly pay, or cause to be paid, unto the said J. A. his Executors, Administrators or Assigns, the said Yearly Rent of — l. hereby reserved at the Times and in Manner and Form aforesaid, according to the Reservation thereof, (And free, clear and exempt of and from all and any such parochial and other Taxes, Rates, Duties, Assessments, Payments and Outgoings as aforementioned (other than the Land Tax.)

And indemnify the Lessor from such Taxes.

AND shall from Time to Time well and truly pay, satisfy and discharge, save and keep harmless and indemnified the said J. A. his Heirs, Executors, Administrators and Assigns, and every of them, and his, their and every of their Goods and Chattels, Lands, Tenements and Hereditaments, and every Part and Parcel thereof, of, from and against the same parochial and other Taxes, Rates, Duties, Assessments, and Outgoings (other than the Land Tax) according to the true Intent and Meaning of these Presents.

That the Tenant shall put such and such Parts of the Premises in Repair.

AND (in Consideration of this present Demise, and of the Covenants and Agreements therein contained on the Part and Behalf of the said J. A. and of the Sum of — of lawful, &c. hereby agreed to be allowed the said D. B. as herein after is expressed) he the said D. B. for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promise and agree, to and with the said J. A. his Executors, Administrators and Assigns, by these Presents, that he the said D. B. shall and will before — now next ensuing the Date hereof, at his own proper Cost and Charges well and sufficiently, and in good and substantial-like Manner do, or cause to be done,

done, in and about the said Messuage or Tenement and Premises hereby demised, or meant or mentioned so to be, the several Particulars, Matters and Things following; (that is to say) He shall and will in Manner aforesaid amend, &c. and also put or cause to be put, all the said Messuage or Tenements and Premises hereby demised or meant, mentioned or intended hereby so to be, into good substantial Repair.

And that the Lessee shall keep the Premises in Repair.

AND also, that he the said D. B. his Executors, Administrators or Assigns, or some or one of them, at his, their, or some of their own proper Cost and Charges, shall and will from Time to Time, during the said Term of — Years, well and sufficiently repair, uphold, support, sustain, maintain, glase, pave, cleanse, scower, empty, amend and keep the said Messuages or Tenements and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances hereby demised, or mentioned or intended to be hereby demised, and the Pavement in the Street against the same to the Kennel, before the said Premises, and so far as thereunto appertaineth; and also all the Glase or glased Windows, Pavements, Sewers, Sinks, Sedges, Privies, Gutters, Wydraughts, leaden Pipes, Spouts and Gutters of Lead, and the wooden and other Spouts and Pipes, and all other the Appurtenances to the said Messuage or Tenements and Premises, or either or any of them, belonging or in any wise appertaining, or which at any Time hereafter, during the Continuance of this present Demise, shall be belonging or appertaining in, by and with all and all Manner of needful and necessary Reparations, Paving, Glasing, Cleansing, Scowerings and Amendments whatsoever, when, where, and as often as Need or Occasion shall be or require.

That the Lessee shall yield up the Premises at the Expiration of his Term.

AND that the said Messuage or Tenement, and all other the said demised Premises, with the Appurtenances, and the said Pavements, Glase and glased Windows, Sewers, Sinks, Sedges, Privies, Gutters, Wydraughts, leaden Pipes, Spouts and Gutters of Lead, and all other the Appurtenances thereof, so being well and sufficiently amended, repaired, upheld, supported, sustained, maintained, paved, cleansed, scowered and kept, at the End of the said Term, or other sooner Determination of this present Lease, which shall first be or happen, shall and will peaceably and quietly leave, surrender and yield up unto the said J. A. his Executors, Administrators and Assigns.

And the Goods in a Schedule annexed.

AND shall and will also, in like Manner as aforesaid, leave, surrender, and yield up unto the said J. A. his Executors, Administrators and Assigns, all and singular the Goods, Implements, Matters and Things in the Schedule hereunto annexed mentioned, at the End and Expiration of the said Term of — Years, or other sooner Determination of this present Demise, in the same Pliht and Condition as the same now are, (reasonable Use and Wear thereof only excepted).

That the Lessor, &c. may view the Premises.

AND further, that it shall and may be lawful to and for the said J. A. his Executors, Administrators and Assigns, and also to and for the Right Honourable J. Earl of S. his Heirs and Assigns, and all other who of Right ought, or to whom the said Premises shall belong, or any of them, with Workmen and others, or without, twice or oftner in every Year, during the said Term, at seasonable Times in the Day-time, to enter and come into and upon the said demised Premises, and every or any Part or Parcel thereof, there to view, search, and see the Estate and the Reparations of the same, and that all and whatever Defaults, Decays, and want of Reparation of the Premises, which shall be upon every or any such Views or Searches found, he the said D. B. his Executors, Administrators or Assigns, shall and will well and sufficiently repair and amend, within the Time and Space of three Months next after Notice in Writing being left at the said demised Premises, or some Part thereof.

(Here

(Here should be a Covenant for peaceable Injoyment; see for such Covenant, post.)

Proviso that in Default of Payment of Rent, the Lessor may re-enter.

PROVIDED always nevertheless, that this present Demise is upon Condition, and it is hereby agreed by and between the said Parties hereunto, that if it shall happen, the said yearly Rent of — or any Part thereof, be behind or unpaid in Part or in all, by the Space of 14 Days next over or after any of the said Feasts or Days of Payment, at or on which, as aforesaid, the same ought to be paid (being lawfully demanded); that then and from thenceforth it shall and may be lawful to and for the said J. A. his Executors, Administrators and Assigns, or any of them, into the said demised Premises, with the Appurtenances, wholly or in any Part thereof, in the Name of the whole, to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their first and former Estate; this Indenture, or any Thing herein contained to the contrary thereof, in any wise notwithstanding.

Covenant that a Lessee may take down and carry away (such and such Things) unless the Lessor will pay for them.

AND the said J. A. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said D. B. his Executors, Administrators and Assigns, by these Presents, that it shall and may be lawful to and for the said D. B. his Executors, Administrators and Assigns, or any of them, at the End or Expiration of the said Term of — Years, or other sooner Determination of this present Demise, to take down and carry away, &c. (such and such Things) unless the said J. A. his Executors, Administrators and Assigns, be willing to have and keep the same, and shall and do pay, or cause to be paid unto the said D. B. his Executors, Administrators or Assigns, such Sum of Money for the same, as they shall be reasonably valued at, by two indifferent Persons; the one of them to be chosen by the said J. A. his Executors, Administrators or Assigns, and the other to be chosen by the said D. B. his Executors, Administrators or Assigns, but not to take away, &c.

That the Lessee may deduct the Charges of Repairs out of the Rent.

AND further, that the said D. B. after he shall have done, or caused to be done in and about the said Messuage or Tenement and Premises hereby demised, the several particular Matters and Things above mentioned, and have put or caused to be put the said Messuages or Tenements and Premises, into good and sufficient Repair as aforesaid, according to the Intent and true Meaning of these Presents, shall or may lawfully deduct out of the said yearly Rent hereby reserved as aforesaid, the said Sum of — aforementioned by — per Quarter, and no more, out of each of the next four Quarters then next ensuing, and not otherwise.

For more Covenants and Provisoes, see postea.

A short Lease by way of Memorandum.

MEMORANDUM, that K. D. Esq; Leased to R. S. the Messuage or Tenement in W. Street in the Parish of M. in the County of M. in which the said K. D. lately dwelt, To hold for one whole Year from Midsummer next ensuing, and so from Year to Year; Pledging and paying yearly and every Year unto the said K. D. 24 l. at the four most usual Feasts in the Year, viz. Michaelmas, Christmas, Lady-Day and Midsummer, by even and equal Portions; And the said K. D. did agree to repair the Premises, other than the Glass Windows thereof, and Pales before the Door; And the said R. S. did agree to repair the said Glass Windows, during the Term; And the said K. D. did agree, that R. S. might retain the first Quarter's Rent, laying it out in painting the Outside of the said House, and the Overplus (if any) otherwise in and about the said House; And further, the said R. S. may enter at any Time before Midsummer, provided that if either of the said Parties, their Executors or Administrators, shall be minded to determine the said Lease, and thereof leave and give Notice in Writing to the other, his Executors or Administrators, one Quarter of a Year before the End of any one Year, then from the End of the same Year this Lease shall determine and be void. In Witness, &c.

A

A Lease to enable one to bring an Ejectment.

THIS Indenture made, &c. Between T. H. of — of the one Part, and J. P. of — of the other Part, Witnesseth, that the said T. H. for divers good Causes and Considerations, him hereunto moving, hath demised, let, and to Farm let, and by these Presents Doth demise, &c. unto the said J. P. All that, &c. **To have and to hold** the said — with their and every of their Appurtenances, unto the said J. P. from the — Day of — now last past, for and during, and unto the full End and Term of five Years from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the said Term, unto the said T. H. his Executors, Administrators and Assigns, one Pepper-Corn, (if the same shall be lawfully demanded) on the Feast, &c. **To the Intent** and Purpose, that the said J. P. may be and become forthwith Tenant of the said — in order that an Ejectment may be brought by him as Plaintiff, for the Recovery of the Possession thereof for the said T. H. against J. D. as the Casual Ejector. **In Witness, &c.**

From a Tenant by the Curtesy, to Trustees for 80 Years, if he lives so long, to prevent a Merger, on his purchasing the Inheritance.

THIS Indenture made, &c. Between T. R. of — of the one Part, and T. J. of — and E. R. of — of the other Part, Witnesseth, that the said T. R. for and in Consideration of the Sum of 5 s. of, &c. to him the said T. R. in Hand paid by the said T. J. and E. R. or one of them, at, &c. the Receipt, &c. **He** the said T. R. hath granted, demised, leased, and to Farm letten, and by these Presents Doth grant, &c. unto the said T. J. and E. R. All that, &c. which at any Time heretofore were the Inheritance of M. the late Wife of the said T. R. and wherein the said T. R. hath any Estate for his Life, by the Curtesy of England, or otherwise; **To have and to hold** the said Messuages, Lands, Tenements, and all and singular other the Premises hereby granted and intended so to be, with their and every of their Appurtenances, unto the said T. J. and E. R. their Executors, Administrators and Assigns, from the — Day of — last past, before the Date hereof, for and during, and unto the full End and Term of 80 Years, if the said T. R. shall so long live; **Upon special Trust** and Confidence nevertheless, and to the Intent and Purpose, that these Presents, and the Estate hereby granted, shall attend and wait upon the Freehold and Inheritance of the same Premises, the said T. R. intending shortly to purchase the Inheritance of the same Premises, and to have the same conveyed to him and his Heirs. **In Witness, &c.**

For 99 Years from the Purchaser of an Estate, charged with two Annuities issuing thereout, one limited by Deed, and the other by Will, for the better securing the Payment of the Annuities, and indemnifying the Estate of the Testator.

THIS Indenture made, &c. Between H. B. of — and J. P. of — of the one Part, and R. C. of the other Part. **Whereas, &c.** (Recital of an Annuity of 50 l. by Deed, and another of 15 l. by Will, issuing out of the Premises): **And whereas** J. P. of — purchased from the said R. C. (together with other Lands) the Messuages, &c. herein before mentioned, and the said J. P. was thereupon allowed for both the said Annuities or Rents, and undertook that the same should be wholly answered out of the Premises so purchased as aforesaid; and the said J. P. has lately sold and conveyed the said Premises (amongst other Lands) to the said H. B. **Now this Indenture witnesseth**, that for the better securing the Payment of the said Annuities of 50 l. and 15 l. &c. in Consideration of 5 s. &c. the said H. B. and by his Direction the said J. P. **Have, &c.** (as in other Demises for 99 Years) without Reddendum: **Provided always, &c.** that if the said H. B. and his Heirs, shall and do from Time to Time well and truly pay, or cause to be paid unto the said C. H. and S. K. and their Assigns respectively, from henceforth during their respective Lives, the said Rents or annual Sums of 50 l. and 15 l. at or in the County and Hundred of, &c. at the Feasts of, &c. by even Portions; and also shall and do from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said R. C. his Heirs, Executors and Administrators, and every of them respectively, and his and their Lands and Tenements, Goods and Chattels, and also the Estate Real and Personal of the said J. C. of and from the Payment of the same, and of the same, &c. and from all Costs, &c. which he and they may be put unto or sustain, by Reason of the Non-payment

Proviso that if a Purchaser pays Annuities chargeable on the Estate, and saves harmless the Vendor, and the Estate of a Testator from paying the same, &c.

Non-payment thereof; that then and in such Cases only, from and after the Decease of the said C. H. and S. K. these Presents, and the Demise thereby made, and every Matter and Thing herein contained, shall from henceforth cease, determine, and be utterly void and of none Effect: **Provided also**, and lastly, it is hereby declared by and between the said Parties, that until some Breach shall happen to be made in Payment, according to the proviso above mentioned, it shall and may be lawful to and for the said H. B. and his Heirs, peaceably and quietly to have, hold and enjoy, and have, receive and take the Rents, Issues and Profits of the said hereby demised Messuages, &c. and Premises, to his and their own Use and Uses, without the Let, Hindrance, Interruption or Denial of the said R. C. his Executors, Administrators or Assigns, or any of them, or of any other Person or Persons, lawfully claiming, or to claim, by, from, or under him, them, or any of them.

then after the Decease of the Annuitants, a Demise for securing the Payments, &c. shall be void. And that till Default be made in the Payment of the Annuities, the Vendee shall peaceably enjoy the Premises.

A Lease by way of Articles, whereby Tenant covenants to pay the Fine and Rent beforehand, and whereby Premises let for a Year certain, and afterwards for such further Term as mutually agreed on, &c.

Articles of Agreement indented, &c. Between R. W. of the one Part, and A. B. of the other Part, in Manner as follows, viz.

Whereas the said A. B. hath agreed to accept and take a Lease from the said R. W. of the Messuage or Tenement herein after leased, at the yearly Rent of 20*l.* and as a Security for Payment thereof, hath agreed to pay every Quarter's Rent for the same, (being 5*l.* a Quarter) on or before every Quarter-Day, during the Continuance of the said Lease, in Manner as herein after mentioned: **Now these Presents witness**, that in Consideration of the Sum of 5*l.* of lawful Money, as and for the first Quarter's Rent of the said Messuage, and which is for the Quarter ending at Michaelmas-Day next, to him the said R. W. now in Hand paid by the said A. B. at or before the Executing hereof, the Receipt whereof is by him the said R. W. hereby acknowledged; and also in Consideration of the said A. B. his Executors, Administrators or Assigns, paying the said Rent by quarterly Payments beforehand, and in Consideration of the Covenants herein after contained on his and their Part to be performed, he the said R. W. hath, and by these Presents doth demise, lease, set, and to Farm let unto the said A. B. All that Messuage or Tenement, with its Appurtenances, situate, &c. as the same was late in the Occupation of F. M. Widow, and now in the Occupation of F. B. Carpenter; **To have and to hold** the said Messuage with its Appurtenances, unto the said A. B. his Executors, Administrators and Assigns, from Midsummer-Day now next insuing the Date hereof, for and during the full Term of one Year certain, and from thence for and during such further Term or Terms therein as shall be mutually agreed on between the said Parties to these Presents; **Nevertheless** after the End of the first Year, this present Lease shall end and determine, on either of the said Parties giving a Quarter's Notice in Writing unto the other of them, for such Determination of the same, and fully to be compleat and ended; **yielding and paying** therefore unto the said R. W. for the first Year of the said Term, the Rent or Sum of 15*l.* of lawful Money, in Manner as follows, viz. 5*l.* Part thereof on Michaelmas-Day now next, 5*l.* other Part thereof on Christmas-Day then next, and 5*l.* on Lady-Day then next following, and which will be in the Year of our Lord — **And yielding and paying** unto the said R. W. his Executors, Administrators and Assigns, for and during all such further Term or Terms as shall be so mutually agreed to be taken of the Premises as aforesaid, at and after the Rate of 20*l.* per Ann. the same to be paid quarterly beforehand, on the several Quarter-Days aforesaid, during the Continuance of such further Term; the first of which quarterly Payments to begin and be made on Midsummer-Day — and rendering and paying for the last Quarter of such further Term, the Rent of one Pepper-Corn only (if demanded). **Item**, the said A. B. doth, &c. (Covenant to pay Rent and to repair, See Tit. Covenants.) **And further**, that it shall and may be lawful to and for the said R. W. his Executors, Administrators and Assigns, and all other Persons having a legal Right thereto with Workmen or others, or without, twice or oftner yearly, during the Continuance of this Demise, at seasonable Times in the Day-time, to enter and come into and upon the said leased Premises, to view, search, and see the Defects and Wants of Reparations in and about the same, and of all such Defects and Wants of Reparations as shall be there found, to give or leave Notice or Warning in Writing, in or at the said demised Premises for the amending thereof; **And** that he the said A. B. his, &c. shall and will from Time to Time, and at all Times, during the Continuance of this Demise, within the Space of three Months next after every such Notice or Warning, well and sufficiently repair, pave, amend

amend and make good all such Defects and Wants of Reparation, whereof such Notice or Warning shall be so given or left as afore said; **And** that in Default thereof, it shall and may be lawful to and for the said *R. W.* his Executors, Administrators and Assigns, to order and imploy such Workmen as he or they shall think fit to make and do the same Amendments and Repairs; and that he the said *A. B.* his Executors, Administrators or Assigns, shall and will upon Demand repay unto the said *R. W.* his Executors, Administrators and Assigns, all and every such Sum and Sums of Money, as he or they shall have expended and paid for or about the same. **Item** the said *R. W.* for himself, &c. (*Lessor's Covenant for quiet Injoyment, &c.*) **In Witness, &c.**

From Husband and Wife, of the Wife's Lands.

THIS Indenture, &c. Between *W. R.* of, &c. and *U.* his Wife, of the one Part, and *E. H.* of, &c. of the other Part, **Witnesseth**, that the said *W. R.* and *U.* his Wife, for, &c. **Have, &c. All, &c. To have and to hold, &c.** yielding, &c. unto the said *W. R.* and *U.* his Wife, and the Heirs of the said *U.* &c.

Of a House from the Parson and Churchwardens of a Parish, with the Assent and Consent of the Parishioners, in Consideration of surrendering a former Lease, and of rebuilding the House, &c.

THIS Indenture made, &c. **Between** *B. W.* Doctor in Divinity, Parson of the Parish-Church of — in *L.* and *M. B.* Citizen and Clothworker of *L.* and *J. H.* Citizen and Spectacle-Maker of *L.* Churchwardens of the said Parish-Church, of the one Part, and *E. E.* of — of the other Part, **Witnesseth**, that the said Parson and Churchwardens, by and with the Assent, Consent and Agreement of the major Part of the most antient and discreet Parishioners of the said Parish, as well for and in Consideration, &c. (*of surrendering a former Lease*) and for and in Consideration of the Sum of, &c. to them in Hand paid, at, &c. by the said *E. E.* to and for the Use and Behoof of the Parishioners of the said Parish, to be disposed of at their Discretions; and for and in Consideration of, &c. (*Building*) as also for and in Consideration of the yearly Rent of, &c. and the Covenants and Agreements herein after mentioned to be paid, done and performed; **Have demised, &c. All, &c. To have and to hold, &c. Yielding and paying** therefore yearly, &c. unto the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being; **To and for the Use** and Behoof of the Parishioners of the said Parish for the Time being, the Rent or Sum of, &c. at, &c. (*Covenants added.*) **And, &c. covenant, &c. and agree to and** with every of them by these Presents, in Manner, &c. shall and will well and truly pay, or cause to be paid unto the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being, to and for the Use of the Parishioners of the said Parish for the Time being, the yearly Rent or Sum of, &c. at the Days and Times, and in Manner and Form afore said, during the said Term hereby demised; **And, &c.** to and for the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being, or any of them, or any other of the Parishioners of the said Parish of — with Workmen or without, twice, &c. to enter, &c. and see whether the same Premises be well and sufficiently repaired, made, amended and kept as the same ought to be, or not, and of all such Default, Defects, or Wants of Reparations, so then and there from Time to Time, by them or any of them found, to give or leave Notice, or Warning in Writing at the said leased Premises, to or for the said *F. E.* his Executors, Administrators or Assigns, to repair and amend the same Defaults, Defects, and Wants of Reparations, within the Time or Space of three Months then next following; within the Time and Space of which said three Months, he the said *F. E.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being, well and sufficiently to repair and amend the same accordingly; **And moreover**, that he the said *E. E.* his, &c. or some or one of them, shall and will from Time to Time, and at all Times, during this present Lease, at his and their own proper Cost and Charges, bear, pay and discharge all such Taxes, Duties, Payments, Assessments and Impositions whatsoever, either ordinary or extraordinary, or whether Civil or Military, which shall or may be assessed, taxed or imposed upon him the said *E. E.* his Executors, Administrators or Assigns, or upon the said demised Premises, or the said Parson and Churchwardens, or their Successors,

Covenant to pay the Rent.

Lessor may view the Premises.

Lessee to pay Taxes.

Succeffors, Parson and Churchwardens of the said Parish-Church for the Time being, as Landlord or Landlords of the Premises; and also all Parish-Duties, Payments to the Poor, Watch and Ward, Scavengers Wages, and other Payments to grow due, to be paid for or in Respect of the Premises, during this present Lease; and of and from all and every the Taxes, Assessments, Payments, Duties and Impositions aforesaid to grow due, to be paid for or in Respect of the Premises, and of and from all Actions, Suits, Troubles, Costs, Charges, Damages and Demands whatsoever, touching or concerning the same, shall and will clearly acquit and discharge the said demised Premises, and also the said Parson and Churchwardens, and their Succcessors and Assigns, from Time to Time, and at all Times, during this present Lease: **Provided**, &c. — lawfully demanded; or if the Repairs of the said demised Premises shall not be made and done from Time to Time, during the said Term, within the said Time of three Months next after Warning, to be given or left in Writing as aforesaid, (according to the Covenant aforesaid of the said E. E. in that Behalf); that then and from thenceforth, in either of the said Cases, it shall and may be lawful to and for the said Parson and Churchwardens of the said Parish-Church for the Time being, into the said, &c. to renter, &c. **And** the said E. E. for himself, his, &c. doth further covenant, promise and grant to and with the said Parson and Churchwardens, and their Succcessors, Parson and Churchwardens of the said Parish-Church for the Time being, and to and with every of them by these Presents, in Manner and Form following; (that is to say) That he the said E. E. his Executors, Administrators or Assigns, shall and will at his and their own proper Costs and Charges, within twelve Months next insuing the Date of these Presents, take down the Messuage or Tenement afore hereby demised, and in the Place and Stead thereof, within the Time aforementioned, erect and new build one substantial House of good Materials; and also that he the said E. E. his Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times hereafter, from the Day of the Date hereof, and during the said Term hereby granted, well and sufficiently save, defend and keep harmless the said Parson and Churchwards of the said Parish, and their Succcessors, Parson and Churchwardens of the said Parish-Church for the Time being, and every of them, of and from all Indictments concerning irregular Buildings, Incroachments, Jetties and Purprestures of the Messuage or Tenement afore demised, and of the Messuage or Tenement to be erected instead thereof, and of and from all Trouble, Costs, Charges, Executions and Damages whatsoever concerning the same, or any of them, in any Manner of wise.

In Default of paying Rent, or of Repairing, the Lessors may re-enter.

That the Lessee will rebuild the House and indemnify the Lessors from Incroachments or Irregularity of the Building.

The Assent of some of the Parishioners indorsed.

WE whose Names are hereunder written, Parishioners of the Parish of *St. B.* within mentioned, do hereby consent and agree to the within written Lease; Witness our Hands the Day and Year first within written.

Lease from an Administrator and Guardian of an Infant.

THIS Indenture, &c. **Between** J. T. of, &c. Esq; Administrator of the Goods and Chattels of his late Brother Sir E. T. late of, &c. Bart. deceased, during the Minority of Sir E. T. Bart. (Son and Heir of the said Sir E. T. deceased, and which said J. T. is Guardian of the said Sir E. T. the Son) and also the same Sir E. T. of the one Part, and R. R. of, &c. of the other Part. **Whereas** by certain Articles, &c. (*Recital of Articles for Building*): **And whereas** the said House, with its Appurtenances, so covenanted to be built and finished, on the Behalf and at the Charge of the said Sir E. T. deceased, his Executors or Administrators, has been by him and them so built and finished accordingly, but the same was not so done until *Christmas-Day* now last past: **And whereas** there having been actually laid out and expended by the said Sir E. T. in his Life-time, and by his Administrator since his Death, in the Building and Finishing the said House, with its Appurtenances, the Sum of 40*l.* over and above the said Sum of 120*l.* by the said Articles, so covenanted to be by him and them laid out in Building and Finishing the same as aforesaid; he the said R. R. Party hereto, in Consideration thereof, (and in stead and in lieu of the said yearly Rent of 6*l.* to be by him paid, according to the said Articles for the said House and Premises) hath agreed to pay in Augmentation of the same Rent, the further yearly Sum of 40*s.* to compleat and make up the yearly Rent of 8*l.* for the said House, with its Appurtenances hereby leased, payable in such Manner as herein after is mentioned and reserved: **Now this Indenture witnesseth**, that in Pursuance and Performance of the Covenant in the said recited Articles contained on the Part and Behalf of the

the said Sir *E. T.* deceased, his Heirs, Executors and Administrators, for the granting of a Lease of the said new built House, with its Appurtenances, unto the said *R. R.* his Executors, Administrators and Assigns, and also in Consideration of the yearly Rent and Covenants herein after reserved and contained, on his and their Part and Behalf to be paid and performed, he the said *J. T.* (as Administrator of the said Sir *E. T.* deceased, and also as Guardian of his Son Sir *E. T.* Party hereto, and for and on his Behalf, and by and with his Privy, Consent and Approbation, testified by his Executing hereof) **Doth** demise, leased and to Farm letten, and by these Presents he the said *J. T.* (by and with the Consent, Privy and Approbation of the before named *A. R.* testified by her being a Witness to the Executing of these Presents) **Doth** demise, &c. unto the said *R. R.* Party hereto, his Executors, Administrators and Assigns, **All** that the said new built House, Messuage or Tenement, &c.

Lease from Mother and Son to a Lessee, with two Reddendums, the one to the Mother for Life, and the other to the Son and his Heirs after her Death.

THIS Indenture, &c. **Between** *S. M.* of, &c. Widow, and *J. M.* of the Parish of, &c. Gent. of the one Part, and *C. H.* of, &c. Esq; of the other Part, **Witnesseth**, that the said *S. M.* and *J. M.* in Consideration of the Rents and Covenants herein after reserved and contained on the Part and Behalf of the said *C. H.* his Executors or Administrators, to be paid and performed, **Have** demise, granted and to Farm letten, and by these Presents **Do** demise, &c. unto the said *C. H.* his Executors and Administrators, **All** that, &c. **To have and to hold** the said Messuage, &c. unto the said *C. H.* his Executors, &c. from, &c. for, &c. **Yielding and paying** therefore unto the said *S. M.* and her Assigns, yearly and every Year, during so much of the said Term as she shall happen to live, the yearly Rent or Sum of 23 *l.* of lawful, &c. on the two most usual Feast-Days or Days of Payment in the Year, that is to say, The *Annunciation* of the blessed Virgin *Mary*, and the Feast of St. *Michael* the Archangel, by even and equal Portions; **And yielding and paying** unto the said *J. M.* his Heirs and Assigns, from and after the Death of the said *S. M.* for and during so much of the said Term of 21 Years as shall be then to come and unexpired, the aforesaid yearly Rent of 23 *l.* at the same two usual Feast-Days and Days of Payment, and by even and equal Portions. (Covenants, &c.)

Demise from the Mother and her second Husband to her Son by the first Husband for 99 Years, of an Estate wherein the Mother was Tenant for Life.

THIS Indenture, made, &c. **Between** *A. B.* of, &c. and *F.* his Wife, (which said *F.* was the late Wife of *W. W.* late of, &c. deceased, who was the Eldest Son of *W. W.* late of, &c. also deceased, and which said *F.* was the only Daughter of *T. M.* late of, &c. Clerk, likewise deceased) of the one Part, and *T. W.* of, &c. (the only Son and Heir of the said *W. W.* the Son, and the said *F.* his Wife, of the other Part. **Whereas** by Indenture bearing Date, &c. and made between the said *W. W.* the Father of the one Part, and the said *W. W.* the Son of the other Part, the said *W. W.* the Father (for the Considerations therein mentioned) did for himself and his Heirs covenant with the said *W. W.* the Son and his Heirs, that he the said *W. W.* the Father and his Heirs, and all other Persons whatsoever who then or thereafter should be intitled to a Messuage, &c. situate, &c. therein and herein after mentioned, should from thenceforth stand and be seised of the said Messuages, Lands and Premises, to the following Uses, *viz.* To the Use of the Father & *ux* for Life, Remainder to the Son and *F.* his Wife for their respective Lives, with Remainder to their Heirs begotten or to be begotten, Remainder to the right Heirs of the Father: **And whereas** by one other Indenture, dated, &c. 1702. and made between the said *T. M.* and *W. W.* the Son and *F.* his Wife, as above, &c. of another Messuage, &c. as by the said, several in Part recited Indentures, &c. **And whereas** the said *W. W.* the Father, *A.* his Wife, *T. M.* and *W. W.* the Son, being all dead, she the said *F. B.* (late *W.*) by Virtue of the before recited Indentures, is now intitled to an Estate for Life of and in the said Premises, and he the said *T. W.* Party hereto, (being the only Son and Heir of the said *W. W.* the Son by the said *F.* his Wife) will after the Death of the said *F.* by Virtue of the said several recited Indentures, become seised of the said Messuages, or Tenements and Premises, to him and his Heirs: **And whereas** the said *T. W.* being now of Age, they the said *A. B.* and *F.* his Wife, to the Intent the better to enable him to support himself, and for the better Preferment and Advancement of him the said *T. W.* in the World, have agreed, that she the said *F.* shall relinquish her Estate for Life of

Recitals, *viz.*
The Husband's Father's Deed to stand seised of a Messuage, &c.

The like Deed from the Wife's Father of another Messuage and Lands, &c.

and in the said Premises, and that the said Messuages, Lands and Premises, shall be by them demised to the said T. S. in such Manner as herein after mentioned: **Now this Indenture witnesseth**, that they the said A. B. and F. his Wife, in Pursuance and Performance of their said Agreement, and to the Intent aforesaid, and for and in Consideration of the natural Love and Affection which she the said F. hath for and beareth to the said T. W. her Son, and also for and in Consideration of the Sum of 5 s. of, &c. to them the said A. B. and F. his Wife in Hand paid by the said T. W. at or before, &c. the Receipt whereof is by them hereby respectively acknowledged, and for divers other good Causes and valuable Considerations them thereunto especially moving, they the said A. B. and F. **Have**, and each of them **hath**, and by these Presents **Do**, and each of them **Doth** freely, clearly and absolutely grant, bargain, sell, demise, assign and surrender unto the said T. W. **All** that the before mentioned Messuage, &c. (*The Premises as comprised in the first recited Indenture*) and also all that other Messuage, &c. (*The Premises as comprised in the second recited Indenture*) together with all Outhouses, &c. (*General Words*) *Habendum* the said Premises *cum pertinentiis* to the said T. W. his Executors, &c. from *Midsummer* last, for and during and unto the full End and Term of 99 Years from thence next ensuing, if she the said F. B. shall so long live, and fully to be compleat and ended (*sans Waste*) at the Rent of a Pepper-Corn, &c. **In Witness**, &c.

A Demise from the Husband to two Trustees, whereby the Husband, in Consideration of his Wife's having joined with him in levying a Fine, grants a Messuage and Lands, in Trust that his Wife may have the Rents thereof during her Life.

THIS Indenture, made, &c. **Between** J. A. of, &c. and S. his Wife, of the one Part, and H. S. of, &c. Esq; and E. St. J. of, &c. Esq; of the other Part. **Whereas** W. B. a Commoner of *Baliol College, Oxon*, by his last Will and Testament in Writing, duly executed, bearing Date, &c. (amongst other Things) did thereby give and devise to his loving Sister S. the Wife of J. A. being the said S. A. Party hereto, **All** that his the Testator's Messuage, &c. **To hold** to his said Sister S. A. for and during the Term of her natural Life; and from and immediately after her Decease, he the said Testator gave and devised the same unto his Niece H. A. (the Daughter of his said Sister S.) and her Heirs and Assigns for ever; as in and by the said in Part recited Will, proved by R. B. Gent. (the Testator's Brother) sole Executor thereof, in the proper Ecclesiastical Court, Relation, &c. **And whereas** by Indentures of Lease and Release, the Lease bearing Date the Day next before, and the Release bearing even Date herewith, and both executed immediately before these Presents, the said Release being *Tripartite*, and made or mentioned to be made between the said J. A. (by such other Addition as therein mentioned) and S. his Wife, of the first Part, W. C. of, &c. Yeoman, of the second Part, and the said R. B. (by the Name of R. B. of, &c. Gent.) of the third Part, (reciting as therein is recited) and for the several Considerations therein mentioned and expressed, and by Virtue of a Fine *sur Conuſance*, &c. therein covenanted and agreed to be levied (the several Messuages, &c. are by them the said J. A. and S. his Wife and W. C. granted, released and conveyed by way of Mortgage) unto and to the Use of the said R. B. his Heirs and Assigns for ever; *Subject nevertheless* to a Proviso in the said Indenture of Release contained for Redemption of the said mortgaged Premises on Payment by the said J. A. his Heirs, Executors or Assigns, unto the said R. B. his Executors, Administrators or Assigns, of the Principal Sum of 1400 l. and Interest, in such Manner as therein is mentioned and expressed; as in and by the said in Part recited Indentures of Lease and Release (Relation being to them respectively had) more fully and at large may appear: **And whereas** previous to and before the Executing of the said Indentures of Lease and Release, and in Consideration that she the said S. Wife of the said J. A. hath thereby, and by the said Fine so covenanted to be levied as aforesaid, absolutely released and barred herself of all her Right and Title of Dower of, in and to the said mortgaged Hereditaments and Premises, he the said J. A. proposed and agreed to demise the said Messuage, &c. by the recited Will so devised to the said S. his Wife for her Life as aforesaid, unto them the said H. and E. St. J. **In Trust** to permit the said S. his Wife to receive the Rents, Issues and Profits thereof during her Life, for her sole and separate Use, Benefit and Dispose, exclusive of him the said J. A. in such Manner as herein after is for that Purpose mentioned and expressed: **Now this Indenture witnesseth**, that the said J. A. in Pursuance and Performance of his said recited Agreement, and in Consideration of her the said S. his Wife having joined in the said Fine, and barred herself of such Right and Title of Dower in and to the said mortgaged Premises as aforesaid, and also in Consideration of the Sum of 5 s. of lawful

Money to him in Hand paid by the said *H. S.* and *E. St. J.* at, &c. the Executing hereof, the Receipt whereof is by him hereby acknowledged, **hath** demised, granted, leased and to Farm letten, and by these Presents **Doth** demise, &c. unto the said *H. S.* and *E. St. J.* their Executors, Administrators and Assigns, **All** that the herein before mentioned Messuage, &c. which in and by the said recited Will were by him the said *W. B.* given and devised to the said *S. A.* during her Life as aforesaid, and as the same Premises are now in the Occupation of the said *T. B.* or his Undertenants, together with all and singular Out-houses, &c. **To have and to hold** the said Messuage, &c. herein before mentioned and intended to be hereby demised, with their Appurtenances, unto the said *H. S.* and *E. St. J.* their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the full Term of 99 Years from thence next ensuing, if she the said *S. A.* shall so long live, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the Continuance of the said Term, unto the said *J. A.* the Rent of one Pepper-Corn only on *Michaelmas* Day yearly, if the same shall be lawfully demanded; **Nevertheless** to, for and upon the Trusts, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same, that is to say, **Upon this special Trust**, that they the said Trustees, the said *H. S.* and *E. St. J.* or the Survivor of them, his Executors, Administrators or Assigns, shall and do either pay to, or else permit and suffer the said *S. A.* or her Assigns, (the same to be at her Election) to receive all the clear yearly Rents, Issues and Profits of the said hereby demised Messuage, &c. the same to go and be to and for the sole, separate, personal and peculiar Use, Benefit and Dispose of her the said *S. A.* and her Assigns during her Life, and not to be paid to the said *J. A.* her Husband, or as he shall appoint, but to be paid to the proper Hands of her the said *S.* or to such Person or Persons as she by any Note or Writing to be by her signed with her Name of her own proper Hand-Writing, (notwithstanding her present Coverture, and as if she were a Feme Sole) shall from Time to Time direct or appoint, and that the same, or any Part thereof, shall not from henceforth in any wise be subject or liable to the Disposal, Intermeddling, Controul, Engagements, Debts or Incumbrances of him the said *J. A.* her Husband, and that the Receipts of her the said *S. A.* signed by her proper Hand, (notwithstanding her present Coverture) or of such Person or Persons so by her appointed to receive the same as aforesaid, shall from Time to Time, and at all Times, be good and sufficient Discharges, as well to the said Trustees, their Executors and Assigns, as also to all and every the Tenants of the said Premises who are or shall be liable to pay the same, or any Part thereof, for so much as shall be by her or them thereby acknowledged to be so received from them, or any of them. **Provided always**, that from and immediately after the Death of the said *S. A.* (all Arrears of Rent at her Death having been to her or her Assigns paid off and discharged) then the said Term of 99 Years shall cease, determine and be utterly void; any Thing to the contrary thereof notwithstanding. **In Witness, &c.**

Lease from the Master, Brothers and Sisters of the Hospital of St. Katherine near the Tower.

Considerations.

1. Surrender of old Lease.
2. Money paid.
3. Rent, &c.

— **Between** *W. F.* Esq; Master of the Hospital or Free Chapel of *St. Katherine* near the *Tower* of *London*, and the Brothers and Sisters of the said Hospital, of the one Part, and *M. P.* of, &c. of the other Part, **Witnesseth**, that the said Master, Brothers and Sisters, **As well** for and in Consideration of the Surrender of a former Lease of the Premises herein after leased, bearing Date on or about the 22d Day of, &c. **As also** for and in Consideration of the Sum, &c. to them the said Master, Brothers and Sisters, in Hand, &c. **As likewise** for and in Consideration of the Advancement of the Rent and Covenants herein after mentioned and expressed, and also for divers, &c. moving, with one Assent, free Will and Consent, **have** leased, &c. and by these Presents for them and their Successors **Do** lease, &c. **All, &c. To have, &c. Yielding and paying** therefore yearly, &c. to the said Master, Brothers and Sisters, their Successors and Assigns, or to their Receiver, — *l. of, &c. at, &c.*

Of a House in London.

THIS Indenture, &c. **Between, &c. Witnesseth, &c. All** that Messuage or Tenement commonly called or known by the Name or Sign of — situate, lying and being in — formerly in the Tenure or Occupation of — his Undertenants or Assigns, and now or late in the Tenure or Occupation of — his Undertenants or Assigns, together

gether with all Shops, Cellars, Sollars, Areas, Chambers, Rooms, Lights, Easements, Ways, Passages, Waters, Watercourses, Profits, Commodities and Appurtenances whatsoever to the said Messuage or Tenement belonging or any ways appertaining; **To have and to hold** the said Messuage or Tenement, and all and singular the Premises hereby demised, with the Appurtenances, unto the said, &c. (*as in the last Precedent*); **yielding and paying**, &c. on the four most usual Feast-Days or Times of Payment in the Year, (that is to say) On the Feast of St. Michael the Archangel, the Birth of our Lord Christ, the Annunciation of the Blessed Mary, and the Nativity of St. John the Baptist, by even and equal Portions; the first Payment, &c. **And if**, &c. (*A Covenant to re-enter on Non-payment, and a Covenant to pay the Rent, as usual*): **And also** that he the said C. D. his Executors, Administrators or Assigns, or some of them, shall and will at his, their or some of their proper Costs and Charges, from Time to Time, and at all Times hereafter during the said Term, well and sufficiently repair, uphold, support, sustain, maintain, pave, purge, scour, cleanse, empty, mend and keep the said Messuage or Tenement, and all and singular other the Premises, with the Appurtenances herein before demised, and every Part and Parcel thereof, in, by and with all and all Manner of needful and necessary Reparations, supporting, paving, purging, scouring, cleansing, glazing, emptying and Amendments whatsoever, and that when, where, and as often as Need or Occasion shall be and require, (the Casualty of Fire, which may burn down or destroy the said Messuage, or Tenement or Premises, or any Part thereof, only excepted); **And the said** Messuage, Tenement and Premises, being so well and sufficiently repaired, upheld, &c. at the End of the said Term, or other sooner Determination of this present Demise, unto the said A. B. his Executors, &c. shall and will peaceably and quietly leave and yield up (except as is before excepted): **And further**, that it shall and may be lawful to and for the said A. B. his Executors, &c. or any of them, with Workmen, or others, or without, twice in every Year during the Continuance of this Demise, at seasonable Times in the Day-time to enter, come into and upon the said demised Premises, or any Part thereof, and view, search and see the State and Condition of the Reparations of the same, and of all Defects, Defaults and want of Repairs then and there found, to give or leave Notice or Warning in Writing, at and upon the said demised Premises, to and for the said C. D. for the Repairing and Amending the same within the Space of — then next following, in which said Space or Time of — after every or any such Notice or Warning, he the said C. D. for himself, his Executors, &c. doth hereby covenant and grant to and with the said A. B. his Executors, &c. well and sufficiently to repair and amend the Defects and Want of Reparation so to be found as aforesaid (except as is before excepted): **And also** that he the said C. D. his Executors, &c. shall and will at all Times hereafter during the said Term hereby demised, bear, pay and discharge all Taxes, Charges, Impositions and Parish-Duties, which shall be taxed, charged, imposed or assessed upon the said Messuage or Premises aforesaid, or any Part thereof: **And the said** A. B. for himself, his Executors, &c. doth covenant and grant to and with the said C. D. his, &c. that, &c. (*A Covenant for peaceable Enjoyment*). **In Witness**, &c.

Covenant for Lessee to repair.

To yield up at the End of the Term.

To view the Premises.

To pay Taxes.

If there are Goods let with the House, then say,

ALL that Messuage, &c. with all Ways, &c. together with the Use of the Goods mentioned in the Schedule hereto annexed, *and in the Covenant for leaving the Premises in Repair, add*, And also shall and will then leave unto the said A. B. his Executors, &c. all such Goods as are mentioned in the Schedule hereto annexed, in as good Condition as they are now in, (reasonable Usage of them, and the Casualty of Fire in the mean Time, excepted). *And the Schedule is thus:*

The Schedule of Goods to which the Indenture hereunto annexed refers.

First of all, In the Parlour, one, &c.
Also, In the Dining-Room, &c.
Also, &c.

A Lease of a House in London from two Persons, to one for 21 Years, determinable at the End of the first 10 or 14 Years.

THIS Indenture, &c. **Between** A. and B. of, &c. of the one Part, and C. of the other Part, **Witnesseth**, that **As well** for and in Consideration of the Sum of

Considerations (viz.)
A Fine.
Surrender of a former Lease to be cancelled.
Lessor's Charges of altering and amending.
Rent and Covenants.
Lease.
Parcels.
A Liberty of a Watercourse.
The like for a Way.
Use of Goods.
Exception to see Lord Mayor's Show, &c.

of 50*l.* of, &c. to them the said *A.* and *B.* or one of them in Hand well and truly paid by the said *C.* at or before the Executing of these Presents, as and for a Fine for the Lease hereby made of the herein after demised Premises, the Receipt of which said 50*l.* the said *A.* and *B.* do hereby respectively acknowledge, and thereof, &c. **As also** in Consideration that the said *C.* hath before the Executing hereof surrendered unto them a former Lease dated — and made from them the said *A.* and *B.* to the said *C.* of the said hereby leased Premises for — Years to be cancelled, **As likewise** in Consideration of the great Costs and Charges which he the said *C.* hath been at and expended in and about altering, repairing and amending of the Messuage or Tenement and Premises herein after demised, **As also** in Consideration of the Rents, Covenants, Conditions and Agreements herein after reserved and contained on the Part and Behalf of the said *C.* his Executors, Administrators and Assigns, to be paid, done and performed, **They**, the said *A.* and *B.* **Have**, and each of them **Doth** demised, granted, leased, and to Farm letten, and by these Presents **Do**, and each of them **Doth** demise, &c. unto the said *C.* his Executors, Administrators and Assigns; **All** that Brick Messuage or Tenement situate, &c. *London*, commonly called or known by the Name or Sign of the *Black Swan*, and as the same now is in the Tenure or Occupation of the said *C.* or his Assigns, **Together** with free Liberty for the said *C.* his Executors, Administrators and Assigns, to enjoy and continue the Watercourse already made from the Premises into the Street there, and to amend and cleanse the same from Time to Time during the Term hereunder granted, **And together also** with the free Use, Benefit, Way and Passage, in, by, through and from, &c. **Together with** all Outhouses, Edifices, Buildings, Sheds, Yards, Cellars, Vaults, Solars, Shops, Rooms, Chambers, Ways, Passages, Lights, Easements, Watercourses, Profits, Commodities and Appurtenances whatsoever, to the said demised Messuage or Tenement and Premises belonging or in any wise appertaining or therewith used, occupied, and as the same now is in the Tenure or Occupation of the said *C.* his Undertenants or Assigns, **Together with** the free Use and Wear of all and singular the Goods, Furniture, Utensils and Implements of Household and other Things belonging to the said *A.* and *B.* and which are now standing and being in, about, or belonging to the said hereby demised Messuage or Tenement, and the Outhouses and Premises thereto belonging, and which are particularly mentioned and set forth in a Schedule or Inventory hereunder written; except and always reserved unto the said *A.* and *B.* their Executors, Administrators and Assigns, Liberty for them and such other Persons as they or either of them shall appoint, (not exceeding in Number four Persons) to stand in the Balcony belonging to the said hereby demised Messuage, and to see the Shows and Pastimes that shall be or appear in the Streets near thereunto, upon the Day commonly called the Lord Mayor's Day, and on such other eminent or festival Days, whereon any Shows or Pastimes or other publick Matters shall appear or be exhibited, and Liberty to pass and repass to and from the said Balcony for the Purpose aforesaid, by and through the said hereby demised Messuage or Tenement, from Time to Time, and at all Times during the said Term hereunder granted; **To have and to hold** the said Messuage or Tenement, Liberty, and all and singular other the Premises herein before mentioned, and intended to be hereby demised with their and every of their Appurtenances (except as before excepted) unto the said *C.* his Executors, Administrators and Assigns, from the Feast-Day of the Annunciation of the blessed Virgin *Mary* now last past before the Date hereof, for and during and unto the full End and Term of 21 Years from thence next ensuing; nevertheless determinable at the End of the first 10 or 14 Years thereof, in such Manner as in the last Proviso herein after contained is for that Purpose mentioned and, expressed, and fully to be compleat and ended.

In the Covenant for delivering up the Premises at the End of a Term, where the Use of Goods is let, this may be added.

Together with all and singular the Goods, Utensils and Things mentioned and expressed in the Schedule or Inventory to these Presents annexed, in as good Case and Condition as the same now are (reasonable Use and Wearing thereof in the mean Time, and Casualty of Fire as aforesaid, only excepted) together also with all other Glass and Glass Windows, Casements, Doors, Locks and Keys, Bolts, Bars, Shelves, Wainscot Partitions and other Things, which now are or at any Time hereafter during this Demise shall be fitted, fixed, fastened or united to the said leased Premises, or any Part thereof, and not removable by the Custom of the City of *London*, and that without doing, making or committing any Waste, Spoil or defacing in or about the same or any Part thereof.

Or

Or this.

TOgether with all such Wainscot Partitions, Hearths, Mantle-Pieces, Chimney-Pieces, Slabs, Sash-Windows, Casements, Shutters, Doors, Keys, Bolts, as are now belonging and fixed to the Freehold of the said hereby demised Premises, and the Property of the said *A.* and that in as good Plight and Condition as the same now are (reasonable Use and Wear thereof in the mean Time only excepted)

A Lease of a Piece of Ground in London, and Houses thereon built, with special Covenants.

THIS Indenture, &c. Between the most noble *J.* Duke and Earl of *B.* Marquis of *T.* Lord *R.* of *T.* and Baron *H.* of *S.* of the one Part, and *A. C.* of the Parish of, &c. of the other Part, **Witnesseth**, that as well for and in Consideration of the great Expence and Charges he the said *A. C.* will hereafter be at in the Repairs of the Premises herein after demised, as of the Rent, Covenants, Conditions and Agreements herein after made and contained on the Part and Behalf of the said *A. C.* his Executors, Administrators and Assigns, **All** that Piece or Parcel of Ground situate, &c. together with two Tenements thereon erected, now or late in the Tenure, of &c. abutting East on a Tenement in the Occupation of, &c. and West on a Tenement in the Occupation of, &c. and contains in Front towards the North on the said Street, 32 Feet and 6 Inches of Assise or thereabouts, and in Depth from North to South on the East Side 37 Feet of Assise or thereabouts, but on the West Side 34 Feet and 6 Inches of Assise or thereabouts, and consists of such other and more particular Dimensions and Descriptions as are more exactly delineated and described in a Plan or Ground-plot of the Premises in the Margin hereof, together with all Rooms, Chambers, Closets, Cellars, Solars, Areas, Lights, Ways, Passages, Easements, Profits, Commodities and Appurtenances whatsoever, to the said two Tenements belonging or in any wise appertaining, **Except nevertheless**, and always reserved out of this present Grant and Demise, the free Passage and Running of Water and Soil coming off and from the other Houses and Tenements of his Grace the Duke of *B.* and his other Tenants in the said Parish of *St. G.* in, by and through the Channels and Drains belonging to the said demised Premises as hath been formerly used, such other Tenant or Tenants upon reasonable Request paying his or their Share and Proportion of the Charges of cleansing and repairing the same as often as Need shall require; **To have and to hold** the said Piece or Parcel of Ground with the two Messuages or Tenements thereon erected, and every Parcel thereof with all and singular the Premises hereby demised, with the Appurtenances from the Feast of, &c. which will be in the Year of our Lord — for and during, &c. **yielding and paying** therefore yearly and every Year after the Commencement of and during the Term hereby granted unto the said Duke, his Heirs at or in the Steward's Office situate in *B.* House on the North Side of *B.* Square, the yearly Rent; or Sum of eleven Pounds of, &c. at, &c. (*usual Feasts*) except the last Quarter of a year's Rent; the first Payment, &c. and the Rent which will become due for the last Quarter of a Year of the Term hereby granted, it is hereby agreed the same shall be paid at or upon the Feast of — which will be in the Year of our Lord —

Consideration
Expences of
the Tenant in
Repairs.

AND the said *A. C.* Doth, for himself, his Executors, Administrators and Assigns, covenant and promise to and with the said Duke, his Heirs and Assigns, and to and with every of them by these Presents in Manner and Form following, that is to say, that he the said *A. C.* his Executors, Administrators or Assigns, shall and will, within 12 Months after the Commencement of the Term hereby granted, lay out and expend the full Sum of 135 *l.* of his or their own proper Money in the necessary Repairs of the Premises hereby demised, according to an Estimate thereof delivered to the said *A. C.* and make the same appear by Workmen's Bills under their Hands; and if the said Sum is not laid out within one Year as aforesaid, then that such a Part thereof as is not laid out shall be paid to the said Duke, his Heirs or Assigns; or if the Repairs when done according to the said Estimate shall not amount to the said Sum of 135 *l.* that then such a Part thereof as shall not be expended shall be likewise paid to the said Duke, his Heirs or Assigns.

Lessee Cove-
nants to lay
out 135 *l.* in
Repairs.

And also that he the said *A. C.* his, &c. shall and will, after the Commencement and during the Term hereby granted, well, &c. pay, &c. unto, &c. the said yearly Rent or Sum of 11 *l.* at the Times and Place and in Manner and Proportions herein before limited for Payment thereof.

To pay the
Rent.

And all
Taxes.

And likewise that he the said *A. C.* his Executors, Administrators or Assigns, shall and will at all Times after the Commencement, and during the Continuance of the Term hereby granted, bear, pay and discharge all Rates, Taxes, Duties and Assessments of what Nature or Kind soever, imposed or charged, or which shall be imposed or charged on the said demised Premises, or any Part thereof, or upon the Landlord for the Time being, on Account thereof, or of the said Rent reserved for the same, it being the true Intent and Meaning of these Presents, and of the Parties hereto, that the said Duke, his Heirs or Assigns, shall have and receive the said yearly Rent or Sum of 11*l.* free and clear of and from all Manner of Deductions or Abatements of what Kind soever.

And repair
and keep in
Repair.

And further also, that he the said *A. C.* his Executors, Administrators and Assigns, shall and will, at all Times after the Commencement, and during the Term hereby granted, when and as often as need shall require, well and sufficiently repair, uphold, support, maintain, amend, pave, scour, cleanse, empty and keep the said demised Premises, and all the Brick Walls and Fences of and belonging to the same, and the Pavements in the Street before all the Front of the said Premises, and all the other Walls, Posts, Pales, Rails, Grates, Privies, Sinks, Sewers, Wydraughts, Drains and Houses of Office belonging, or which shall belong to the said demised Premises, in, by, and with all Manner of needful and necessary Reparations, Cleansing and Amendments whatsoever; **And also** shall and will, during the said Term, as often as need shall require, bear, pay and allow a reasonable Share and Proportion for or towards the Making, Supporting, Repairing and Amending of all Party-Walls, Party-Gutters and Drains belonging, or which shall belong to the said demised Premises, or any Part thereof, in, by, and with all Manner of needful and necessary Reparations.

And pay Part
towards Re-
pairing Party-
Walls, &c.

And in good
Repair shall
deliver up at
the End of the
Term.

And the said demised Premises, and every Part thereof, with the Appurtenances, so being in all Things well and sufficiently repaired, supported, upheld, maintained, amended, paved, scoured, cleansed, emptied and kept, together with all the Doors, Wainscot, Locks, Keys, Bolts, Bars, Staples, Hinges, Hearths, Chimney-Jambs, Mantle-pieces and Chimney-pieces, Foot-paces and Slabs, Covings, glazed Windows, Sashed Windows, Window-Sashes, Window-Shutters, Casements, Partitions, Pumps, Pipes, Posts, Pales and Rails, which at any Time, during the last seven Years of the Term hereby granted, shall be any ways fixed or fastened to, or set up in or upon the said demised Premises, or any Part thereof, or belong to the same, shall and will at the End, Expiration, or other sooner Determination of the said Term hereby granted, peaceably and quietly surrender and yield up unto the said Duke of *B.* his Heirs or Assigns.

View.

And moreover, that it shall and may be lawful to and for the said Duke of *B.* his Heirs or Assigns, and to and for his and their Stewards, Surveyors and Workmen, twice in every Year, or oftner, at meet and convenient Times in the Day-time, to enter and come into and upon the hereby leased Premises, to view, search, and see the Defects and Wants of Reparations in and about the same, and of the Defects and Wants of Reparations there found, to give or leave Notice or Warning in Writing, in or at the said demised Premises for the Amendment thereof; **And** that he the said *A. C.* his Executors, Administrators or Assigns, shall and will, within three Months next after every such Notice or Warning shall be so given or left, well and sufficiently repair and amend the same; **And** in Default thereof, it shall and may be lawful to and for the said Duke, his Heirs or Assigns, to order and imploy such Workmen, as he or they shall think fit to do the same Repairs; **And** that he the said *A. C.* his Executors, Administrators and Assigns, shall and will upon Demand repay unto the said Duke, his Heirs or Assigns, all and every such Sum and Sums of Money, as he or they shall have expended and paid, in, for, or about the same; **And** in case of Neglect or Refusal of such Repayment, it shall and may be lawful to and for the said Duke, his Heirs or Assigns, to recover the same by Distress on the said Premises, as in case of Rent or Arrears of Rent due, or by any other lawful Method; **And also** that he the said *A. C.* his Executors, Administrators or Assigns, shall not nor will, at any Time before or after the Commencement, and during the Term hereby granted, assign or set over this Indenture of Lease, or grant a Lease of the Premises hereby demised, or any Part thereof, without a Licence from the said Duke, his Heirs or Assigns, in Writing for that Purpose, under his or their, or some or one of their Hands first had and obtained, nor shall at any Time, during the Term hereby granted, do or wittingly or willingly suffer any Act or Thing to be done in or upon the said demised Premises, which may be or grow to the Annoyance, Grievance, Damage or Disturbance of the said Duke, his Heirs or Assigns, or of his or their other Tenants in the said Parish of *St. G.*

Notice of
Amendment.
On Tenant's
Default, Let-
for may re-
pair, then the
Tenant must
pay him.

The Tenant
not to assign
his Lease, &c.
without Li-
cence.

Proviso in
case of Rent
behind,

Provided always, that if the said yearly Rent of 11*l.* shall happen to be behind and unpaid in Part or in all, by the Space of 14 Days next after any of the said Feasts or Days of Payment

Payment, whereon the same ought to be paid as aforesaid, or in case the Rent which will become due for the last Quarter of a Year of the Term hereby granted, be not paid at or upon the Feast of the Annunciation of the blessed Virgin Mary, which will be in the Year of our Lord 1761. or on Non-performance of all or any of the Covenants, Conditions and Agreements, which on the Part and Behalf of the said A. C. his Executors, Administrators or Assigns, are or ought to be done and performed; **And** in case the said A. C. his Executors, Administrators or Assigns, shall permit or suffer any Person or Persons to inhabit or dwell in, or upon the said demised Premises, or any Part thereof, who shall therein use or follow the Trades of a Butcher, Poulterer, Fishmonger or Farrier, without a Licence from the said Duke, his Heirs or Assigns, for that Purpose first had and obtained; that then and from thenceforth, in all, any or either of the Cases aforesaid, it shall and may be lawful to and for the said Duke, his Heirs or Assigns, into and upon the said demised Premises, and every Part thereof, in the Name of the whole to re-enter, and the same to have again, repossess and enjoy as if this Lease had never been made; any Thing herein before contained to the contrary thereof in any wise notwithstanding. **And** the said Duke of B. doth hereby for himself, **Ec.** covenant, **Ec.** that he the said A. C. his Executors, Administrators and Assigns, by and under the due Payment of the said yearly Rent and Performance of the Covenants, Conditions and Agreements herein before contained, and on the Part and Behalf of the said A. C. his Executors, Administrators and Assigns, to be paid, done and performed, shall and may peaceably and quietly, have, hold, use, occupy, possess and enjoy the said Piece of Ground, two Messuages or Tenements, and all and singular the Premises hereby demised, with the Appurtenances, except before excepted, for and during all the said Term of 21 Years hereby granted, without the Let, **Ec.** **In Witness, &c.**

or suffering several Trades.

To re-enter.

Peaceable Injoyment.

A Lease made by two Infants and their Guardian, pursuant to a Decree in Chancery, of Messuages, &c. built by the Lessee's Husband for 61 Years.

THIS Indenture, &c. Between M. D. of, **Ec.** Widow and Relict of J. D. late Parties. of, **Ec.** Esq; deceased, and J. D. and E. D. Infants, Son and Daughter of the said M. D. by the said J. D. deceased, of the one Part, and J. B. of, **Ec.** Widow and Executrix of the last Will and Testament of J. B. her late Husband, late of — Gent. deceased, of the other Part. **Whereas** the said M. D. is Guardian of the said Infants J. D. and E. D. **And whereas** the said Infants J. D. and E. D. are seised in Fee-simple to them and their Heirs as Tenants in Common, of the Messuages and Tenements, with the Appurtenances herein after mentioned: **And whereas** the two Messuages and Tenements herein after mentioned, have been erected and built at the proper Costs and Charges of the said J. B. in his Life-time: **And whereas** by Virtue of a Decretal Order, made in the Court of Chancery the, **Ec.** in a Cause wherein the said J. B. was Plaintiff, and the said M. D. J. D. (Party to these Presents) and E. D. are Defendants, it was (among other Things) ordered and decreed, that one of the Masters of the said High Court of Chancery should examine, whether it would not be for the Benefit of the Infants, that the said two Messuages (among other Things) should be leased out for the Term of 61 Years, in Manner herein after mentioned; **Which** said Master having by his Report, bearing Date, **Ec.** (among other Things) certified, that it would be for the Benefit of the said Infants, that the said Messuages (among other Things) should be leased out as aforesaid; **Thereupon** by another Decretal Order made in the same Cause, bearing Date, **Ec.** it was ordered and decreed, that the said Lease should be made, and that it should be referred to the Master to see the same done, according to the Direction of the same Order, and that the said Infants should be made Parties thereunto, and should confirm the same when they should come of Age, and that the said M. D. for what she shall do in Pursuance thereof should be indemnified, as by the said Decretal Orders, Report, and other Proceedings in the said Cause, Relation being thereunto had, more fully may appear: **Now this Indenture witnesseth**, that in Pursuance of and in Obedience to the said recited Decretal Order, and in Consideration of the yearly Rent, Covenants, Conditions and Agreements herein after reserved, mentioned and contained on the Part and Behalf of the said J. B. her Executors, Administrators and Assigns, to be paid, done and performed unto the said J. D. (Party, **Ec.**) and E. D. they the said M. D. J. D. (Party, **Ec.**) and E. D. **Have**, and each of them **hath** leased, set, and to Farm letten, and by, **Ec.** do, and each of them **Doth** lease, **Ec.** unto the said J. B. **All, &c. To have and to hold** the said two Messuages, **Ec.** unto the said J. B. her Executors, Administrators and Assigns, from the Feast-Day of — now last past, for and during, and unto the full End and Term of 61 Years from thence next ensuing, and fully to be compleat and ended;

Recitals, viz. Guardianship, that said Infants are seised in Fee as Tenants in Common.

That Premises have been built by Lessee's Husband. The Decree in Chancery.

The Master's Report thereon.

Order on Master's Report.

Deed begins. Considerations.

Parcels. Habendum.

Pleading

Reddendum. **P**ielding and paying therefore yearly and every Year, during the said Term of 61 Years, unto the said J. D. (Party, &c.) and E. D. their Heirs and Assigns, the yearly Rent or Sum of 4 l. of, &c. at the four most usual Feasts or Days of Payment in the Year, viz. &c. (*Usual Covenants.*) **I**n Witness, &c.

In Pursuance of a Proviso in a Deed.

THIS Indenture, &c. **B**etween the Right Honourable R. Lady R. one of the Daughters and Coheirs of the Right Honourable T. late Earl of S. deceased, and Relict of the Right Honourable W. late Lord R. deceased, of the one Part, and E. M. of, &c. of the other Part, **W**itnesseth, that in Pursuance of a certain Proviso contained in one Indenture *Sextipartite* of Release, bearing Date the 21st Day of May in the seventh Year of his late Majesty King William the third, *Annoq; Domini* 1695. **A**nd by Virtue of the Powers to the said R. Lady R. therein reserved and contained, and of all and every the Power and Powers enabling her thereunto; **A**nd for and in Consideration of the Sum of 27 l. of, &c. to her the said R. Lady R. in Hand paid by the said E. M. at, &c. the Receipt, &c. **A**nd also for and in Consideration of the Rents and Covenants herein after reserved and contained on the Tenant or Lessee's Part and Behalf to be paid, done and performed, and for divers, &c. **S**he the said R. Lady R. **H**ath leased, set, and to Farm letten, and by, &c. **D**oth, &c. unto, &c. **A**ll, &c. **T**o hold, &c. **P**ielding and paying therefore yearly and every Year, during the said Term, unto the said R. Lady R. her Heirs and Assigns, or such other Person or Persons, as shall be intituled to the immediate Reversion or Remainder of the said Premisses, after the Decease of the said R. Lady R. the yearly Rent or Sum of, &c.

From a Tenant for Life, pursuant to a Power reserved in his Marriage-Settlement for 21 Years, to commence at his Death; and for a Term of 500 Years of several Lands comprised in the Settlement, for securing several Sums of Money as a Portion given with his Daughter in Marriage, subject to Redemption.

THIS Indenture made, &c. **B**etween R. S. of, &c. of the one Part, and E. S. of, &c. of the other Part. **W**hereas by Indenture *Tripartite* of Settlement, bearing Date, &c. and made between E. S. Esq; deceased, late Father of the said R. S. and the said R. S. Party to these Presents, of the first Part, Sir H. B. of, &c. Sir J. S. and R. S. of W. &c. Esq; of the second Part, and T. E. since deceased, and M. A. E. now the Wife of the said R. S. Party to these Presents, of the third Part, in Consideration of a Marriage then shortly after to be had and solemnised between the said R. S. Party, &c. and M. A. his Wife, and for other Considerations therein mentioned, divers Uses, Estates and Interests were limited and declared of and in the Manors, &c. (amongst other Lands and Hereditaments in the said Indenture mentioned, in which said Indenture there is contained, amongst other Things, a Proviso or Power in Words, or to the Effect following); viz. **P**rovided, &c. (*Proviso or Power to make this Deed*) as in and by the said Indenture of Settlement, more at large may appear: **A**nd whereas the said R. S. hath living both Issue Male and Female by the said M. A. his Wife: **A**nd whereas the herein after mentioned Manor of B. C. with the Appurtenances, and all other the Manors, Messuages, &c. of him the said R. S. in B. C. &c. herein after also mentioned, are Part of the Premisses, which by the said Indenture of Settlement are limited to the Issue Male of the said R. S. and M. A. his Wife, which after the Estate for Life of the said R. S. of and in the same, will by Virtue of the said Settlement descend and come unto such Issue Male; all other the Estates created by the said Settlement, (which are prior to or expectant on the Estate for Life of the said R. S. of and in the same) being determined: **A**nd whereas the said R. S. hath agreed to marry F. his Daughter, to S. S. of, &c. Esq; and is to give with her for her Portion, the Sum of 5000 l. which he hath taken up and borrowed of the said E. S. **A**nd whereas for securing the said Sum of 5000 l. so borrowed as aforesaid, he the said R. S. in and by his Bond or Writing obligatory, bearing equal Date herewith, is become bound unto the said E. S. his Heirs, &c. in the Penal Sum of 10000 l. conditioned for the Payment of 5250 l. in Manner following; that is to say, 125 l. Part thereof, &c. **A**nd whereas for the better securing the said Sum of 5250 l. he the said R. S. hath agreed, that 2000 l. Part thereof, shall be charged on the Premisses herein after mentioned, by Virtue of the Power herein before expressed, and 3000 l. Residue of the said Sum of 5000 l. on other Lands, Tenements and Hereditaments herein after mentioned, and herein after intended to be charged with the Payment

Payment thereof: **Now this Indenture witnesseth**, that for the better securing the Payment of 2000*l.* Part of the said Sum of 5000*l.* so borrowed upon the Bond of the said *E. S.* as aforesaid, and for raising the same, in case it shall not be repaid in the Life-time of the said *R. S.* he the said *R. S.* as well by Virtue of the said Power contained in the said recited Indenture of Settlement, and of all and every, or any other Power or Powers or Authorities whatsoever, to him the said *R. S.* in this Behalf belonging, or in any wise appertaining, **Doth** demise, granted, bargained, sold, leased, set, and to Farm letten, and by these Presents **Doth** demise, &c. unto the said *E. S.* his Executors and Administrators, all that the Manor of *B. C.* &c. (*within the Power*) and all that Estate, &c. **To have and to hold** the said Manors, Messuages, &c. and all and singular other the Premises hereby granted and leased, or mentioned, &c. unto the said *E. S.* his Executors, Administrators and Assigns, from and immediately after the Decease of the said *R. S.* for and during, and unto the full End and Term of 21 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste: **And this Indenture further witnesseth**, that for the further and better securing the Payment of the said Sum of 5000*l.* so borrowed upon the said recited Bond as aforesaid, he the said *R. S.* **Doth** demise, &c. and by these Presents **Doth** demise, &c. unto the said *E. S.* his Executors and Administrators, all that, &c. **To have and to hold** the said Manors, &c. Lands, Tenements, Hereditaments, and all, &c. unto the said *E. S.* his Executors, Administrators and Assigns, from the Date of these Presents, for and during, and unto the full End and Term of 500 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste; **Yielding and paying** therefore yearly and every Year, during the said Term hereby granted, the Rent of one Pepper-Corn, on the Feast-Day of — if the same shall be lawfully demanded; *Subject nevertheless* unto and under the Proviso, Covenant, Condition or Agreement therein after mentioned; **Provided, &c.** (*A Proviso to reconvey the Premises on Payment of the Mortgage-Money*) **And, &c.** (*Covenant for R. S. to pay the Money, that he has good Right to grant, and that if no Default be made in Payment of the said Sums, the Lessees shall peaceably enjoy free from Incumbrances, and that the Lessor, &c. will make further Assurance. See Tit. Covenants.*) **In Witness, &c.**

A Lease for Years determinable on three Lives, according to a Power reserved for making Leases, in a Settlement drawn by Mr. Serjeant H. and adjudged good both in Chancery and at Common Law.

THIS Indenture made, &c. **Between** Sir *W. C.* of, &c. Knt. of the one Part, and *W. B.* of — aforesaid, Esq; of the other Part, **Witnesseth**, that the said Sir *W. C.* for and in Consideration of the Rents hereafter in and by these Presents mentioned and expressed to be reserved, and for divers other good Causes and Considerations him thereunto moving, **According** to the Power to him given in and by one Indenture *Quinquartite*, made or mentioned to be made between the Right Honourable *W.* Earl of *C.* Viscount *C.* of *U.* Baron of *H. M.* and one of the Lords of his Majesty's Privy Council, of the first Part, the said Sir *W. C.* of the second Part, *G. C.* of, &c. Esq; and *M. C.* (eldest Daughter of the said *G. C.*) of the third Part, Sir *R. M.* of, &c. Knt. of the Honourable Order of the Bath, *R. C.* of, &c. Esq; Sir *J. B.* of, &c. Knt. and *G. W.* of, &c. Esq; of the fourth Part, and Sir *A. C.* of, &c. Knt. *H. W.* of, &c. Esq; and Sir *J. H.* of, &c. Barr. of the fifth Part, bearing Date on or about the 27th Day of *March* in the Year of our Lord — **And** by Virtue thereof, and of all and every other Power and Powers and Authority, which to him the said Sir *W. C.* doth or may in any wise appertain, being actually seised and possessed of the Capital Messuage or Manor-House, (*other Messuages, Lands &c.*) herein after mentioned, he the said Sir *W. C.* (by this present Indenture, under his Hand and Seal, testified by three credible Witnesses) **Doth** demise, lease and grant, and by these Presents **Doth** demise, &c. unto the said *W. B.* **All** that Capital Messuage, &c. **All** which said demise Messuages, &c. are situate, lying, &c. and are in the aforesaid recited Indenture *Quinquartite* particularly described, or are reputed to be Parcel of the said Manor of *W.* **And** all those Closes, &c. in the said Indenture *Quinquartite*, limited unto the said *G. H.* Sir *J. H.* Sir *R. A.* and *R. C.* for the Term of 99 Years, upon Trust for the Maintenance of the said *M. C.* **To have and to hold** the said Messuages, &c. with their and every of their Appurtenances, and every Part and Parcel thereof, unto the said *W. B.* his Executors, Administrators and Assigns, from the making of this present Lease, unto the full End and Term of 200 Years, from thenceforth to be compleat and ended, if Dame *M. C.* (Wife of the said Sir *W. C.*) or *G. E.* (Son of *T. E.* of, &c.)

Habendum for 200 Years, if three lives so long live.

Reddendum.

£c.) or T. W. (Son of the Right Honourable Sir N. W. Lord Keeper of the Great Seal of, £c.) or any of them shall so long live; **yielding and paying** therefore yearly and every Year, during the same Term, unto the said Sir W. C. and to such Person or Persons to whom the immediate Remainder or Reversion of the same Premises, according to the Uses and Estates limited of the same, by the before mentioned Indenture *Quinquartite*, shall for the Time being belong or appertain, the yearly Rent or Sum of 700 l. of, £c. the said yearly Rent to be paid at the two most usual Feasts, £c. (*With all usual Covenants, £c.*)

A Lease for 99 Years of a Jointure Estate, in Trust for the Jointress, if she so long lives.

THIS Indenture, &c. **Between** A. and B. his Wife, of the one Part, and C. and D. of the other Part. **Whereas** the said B. before her Intermarriage with the said A. being seised of the Messuage, £c. herein after mentioned, for the Term of her natural Life for her Jointure, by Virtue of a Settlement heretofore made thereof to her by E. late of, £c. her former Husband, deceased, it was, previous to the Marriage lately had between them the said A. and B. his Wife, agreed by and between them, that the Rents and Profits of the said Messuage, £c. should notwithstanding the then intended Coverture, be disposed of by her the said B. to and for such Uses, Intents and Purposes, as she, by any Writing to be by her sealed and delivered in the Presence of three or more Witnesses, should direct or appoint, and that the said A. should not intermeddle therewith, nor should the same be subject to his Controul, Debts or Incumbrance: **Now this Indenture witnesseth**, that in Performance of the said Agreement, and in Consideration of the said Marriage had, and of a considerable Portion which he the said A. hath had and received with her the said B. and to the Intent aforesaid, and also in Consideration of 5 s. £c. and for divers other good Causes and valuable Considerations them thereunto especially moving, **They** the said A. and B. have demised, bargained and sold, and by, £c. unto the said C. and D. **All** that Messuage, £c. and the Reversion, £c. (*The same Parcels as in the first Husband's Settlement*); **To hold**, &c. unto the said C. and D. their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the full Time and Term, and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if she the said B. Wife of the said A. shall so long live; **Nevertheless** upon the Trusts, and to and for the Intents and Purposes herein after mentioned and expressed, *viz.* **Upon this special Trust**, that they the said C. and D. and the Survivor of them, his Executors, Administrators and Assigns, shall and do at all Times from henceforth, during the Continuance of the said Term, well and truly pay and dispose of all the clear yearly Rents, Issues and Profits of the said hereby demised Premises, unto the separate Hands of her the said B. the Wife of the said A. or to such Person or Persons, £c. (*as usual.*)

Lease of a Mill, with a Collateral Security for Payment of the Rent from the Tenant to the Landlord.

— **Witnesseth**, That the said J. R. (in Consideration of the Rent and Covenants herein after reserved and contained, to be paid and performed by the said J. T.) **hath**, and by these Presents **doth** lease, set and to Farm let unto the said J. T. **All** that Water-Mill, with its Appurtenances, situate, £c. **To have and to hold** the said Water-Mill and Premises, with its Appurtenances, unto the said J. T. his, £c. from, £c. for and during the full Term of one Year and three Quarters of a Year from thence next ensuing; **yielding and paying** therefore unto the said J. R. his, £c. for the first Year of the said Term, the Rent or Sum of 40 l. of, £c. on the four usual Quarter-Days following, *viz.* On *Christmas-day*, *Lady-day*, *Midsummer-day* and *Michaelmas-day*, by four equal Proportions; the first of which Quarterly Payments to be made on *Christmas-day* now next ensuing; **And yielding and paying** for the last three Quarters of a Year of the said Term unto the said J. R. his Executors or Assigns, the Rent or Sum of 30 l. of like Money, on the three Quarter-Days following, to wit, On *Christmas-day*, *Lady-day* and *Midsummer-day*, by three equal Proportions; the first of which last quarterly Payment to be made on *Christmas-day* 17—**And** the said J. T. for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said J. R. his Executors and Administrators, in Manner as follows, *viz.* That he the said J. T. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said J. R. his Executors or Assigns,

Assigns, the said several Rents of 40 *l.* and 30 *l.* on the said several Quarter-Days herein before mentioned and appointed for Payment of the same, according to the several Reservations thereof as aforesaid, and the true Intent of these Presents; **And also** that he the said *J. T.* his Executors, Administrators or Assigns, on the Expiration or other sooner Determination of the Lease hereby made, shall and will peaceably and quietly leave, surrender and deliver up unto the said *J. R.* his Executors and Assigns, the said hereby leased Water-Mill, and other the Premises, with their Appurtenances, in good and sufficient tenantable Repair: **And whereas** the said *J. B.* in Right of *E.* his now Wife, is intitled during the joint Lives of him and his said Wife, to the Interest of the Principal Sum of 1000 *l.* at the Rate of 5 *l.* per Cent. per Ann. which now stands secured to *G. S.* of, &c. (a Trustee for the said *E. T.*) by Virtue of a certain Mortgage long since made from *J. W.* Doctor in Physick, and *E.* his Wife, (both since deceased) of a Messuage or Tenement, and several Lands and Hereditaments, situate, &c. **And whereas**, previous to the making of the above mentioned Lease of the said Water-Mill and Premises to the said *J. T.* and for better securing Payment unto the said *J. R.* of the several above reserved Rents, **He** the said *J. B.* (being now justly indebted to the said *J. T.* in a considerable Sum of Money, **Hath**, at his Request, agreed to assign unto the said *J. R.* the Interest of the said Sum of 1000 *l.* so payable to the said *J. B.* during the joint Lives of him and the said *E.* his Wife as aforesaid, together with all Arrears hereof, in such Manner, and subject as herein after is mentioned: **Now this Indenture further witnesseth**, that the said *J. B.* (in Pursuance of his said recited Agreement, and in Consideration of the Sum of 5 *s.* to him paid by the said *J. R.* the Receipt whereof is by him hereby acknowledged) **Hath**, and by these Presents he the said *J. B.* (at the special Instance and Request, and for and on the proper Account of the said *J. T.* testified by his Executing of these Presents) **Doth** bargain, sell, assign, transfer and set over unto the said *J. R.* the Interest of the said Principal Sum of 1000 *l.* so payable to the said *J. B.* during the joint Lives of him and the said *E.* his Wife as aforesaid, together with all Arrears now due for the same, and all the Right, Title, Benefit and Advantage, Property, Claim and Demand, whatsoever or howsoever of him the said *J. B.* of, in and to the said hereby assigned Monies and Premises; **To have, hold,** receive, take and enjoy the said hereby assigned Messuages and Premises to the said *J. T.* his Executors, Administrators and Assigns from henceforth, during the joint Lives of the said *J. T.* and *E.* his Wife, as and for his and their own proper Monies; subject nevertheless to the Proviso herein after contained for making void the Assignment hereby made of the said Monies and Premises; **And** for the better and effectual enabling the said *J. R.* and his Assigns to recover the said hereby assigned Monies and Premises, to and for his and their own Use and Benefit, subject nevertheless to the said Proviso herein after contained, he the said *J. T.* hath, and by these Presents doth nominate, constitute and appoint, and in his Place and Stead depute and put the said *J. R.* his Executors and Assigns, the true and lawful Attorney and Attornies irrevocable, in the Name of him the said *J. T.* or otherwise, to ask, demand, sue for, recover and receive of and from the said *G. S.* and all other the Trustees of her the said *E.* and *J. T.* all Interest of the said Principal Sum of 1000 *l.* so secured and payable to her as aforesaid, together with all Arrears thereof, and upon Receipt of the same, or any Part thereof, to give proper and sufficient Acquittances and Discharges for the same, and generally to do all and every such other Acts and Things needful and requisite, as well for the Recovery and Receiving of the said hereby assigned Monies and Premises, as also for giving any Acquittance or Discharge for the same, and that as fully, effectually and absolutely, to all Intents and Purposes whatsoever, as he the said *J. T.* could or might do if personally present; **And** he doth hereby allow, ratify and confirm all and every such legal Acts and Things as he the said *J. R.* his Executors or Assigns, should do or cause to be done by Virtue of the Power hereby given; **Subject nevertheless** to the Proviso herein after contained, *viz.* **Provided always**, and it is hereby agreed and declared by and between all the Parties to these Presents, that the Assignment hereby made to the said *J. R.* his Executors and Assigns, of the Monies and Premises, was and is to him and them so made, to the End and Intent only for better securing Payment to him and them of the above reserved Rents of 40 *l.* and 30 *l.* and that if the said *J. T.* his Executors, Administrators or Assigns, shall and do well and truly pay or cause to be paid unto the said *J. R.* his Executors or Assigns, the said several Rents or Sums of 40 *l.* or 30 *l.* on the several Quarter-Days above mentioned for Payment of the same, according to the Reservation thereof as aforesaid, or within — Days next after each of the said Quarter-Days, that then as well the Assignment hereby made of the said Monies and Premises, as also the Letter of Attorney hereby given for Recovery thereof, shall be absolutely void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding.

Assignment.

Premises.

Habendum.

Letter of Attorney.

Subject, &c.

Proviso to make void the collateral Security.

Covenant not
to revoke the
Power as to
assigned Pre-
misses.

Default in
Payment.

standing. And the said J. T. for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said J. R. his Executors and Assigns, in Manner as follows, That he the said J. T. during the Continuance of the Security hereby made, shall not, nor will revoke, release or discharge the Power and Authority hereby given to the said J. R. his Executors and Assigns, for receiving of the said hereby assigned Monies and Premises; And that in Case the said J. T. shall make Default in Payment of the said several Rents of 40 l. and 30 l. or any Part thereof, by the Space of — Days next after any of the said Quarter-Days whereon the same ought to be paid as aforesaid, then and in such Case it shall and may be lawful to and for the said J. R. his Executors and Assigns, to deduct and retain the same out of the said hereby assigned Monies and Premises, rendering the Overplus to the said J. T. his Executors and Assigns. And lastly, in Case Default shall be made in Payment of the said several Rents, or any Part thereof, in Manner as aforesaid, that then and in such Case he the said J. T. shall at any Time then after during the Continuance of the Security hereby made, at the Request of the said J. R. his Executors or Assigns, make, do and execute any further Act, Deed or Thing, as well for the Corroborating and Strengthening of these Presents, as also for the further and better Assigning of the said hereby assigned Monies and Premises unto the said J. R. his Executors and Assigns, as by his or their Counsel shall be reasonably advised or required. In Witness, &c.

Lease of Lead Mines, &c.

THIS Indenture, &c. Between T. P. of B. in the County of Cornwall, Esq; of the one Part, and R. P. of, &c. J. J. of, &c. C. J. of, &c. and H. H. of, &c. of the other Part, Witnesseth, that for and in Consideration of the Rents, Reservations, Covenants and Agreements herein after expressed and contained, on the Part of the Lessees to be paid, rendered, done and performed, **He** the said T. P. hath granted, demised, set and to Farm letten, and by, &c. unto the said R. P. & al^s, their Executors, &c. All and all Manner of Mines, Pits and Veins of Lead, Tin Ore, Copper Ore, or other Metal or Metals now open and known, or that may be found out by digging, delving, sinking, or otherwise howsoever, lying and being in the Lands of the said T. P. called or known by the Name of B. Park, or by whatsoever other Name or Names the same is or was called or known within the Parish of B. in the County of Cornwall, with full and free Liberty and Licence to and for the said (Lessees), their Executors, &c. from Time to Time, and at all Times during the Term herein after mentioned, to work and carry on the same to the best and most Advantage, and to dig, delve, search, sink, trench and mine, in and upon the said Lands called B. Park, within the said Parish of B. and every or any Part or Parcel thereof, at their Wills and Pleasures, for the searching out, having and taking up of Lead, Tin Ore, Copper Ore, or any other Metal or Metals as shall be there found, and to follow the same according to the Laws and Customs of the Stannaries, as fully in every respect as he the said T. P. lawfully might or could do, if these Presents had never been made, and the same so trenched, digged and found, to take and carry away from Time to Time, and at all Times during the Term by these Presents demised, or mentioned or intended so to be, and sufficient Ground leave for the laying of all such Lead Ore, Copper Ore, or any other Ore, Metal or Metals, as shall or may be there had or wrought; and also all Ways, Paths, Passages, Waters, Water-courses, Drains, Cuts, Commodities, Emoluments, Privileges and Appurtenances whatsoever thereunto belonging, or therewith used or enjoyed; and also all the Estate, Right, Title and Interest of him the said T. P. of, in and to the said Mines and Premises; **To have, hold,** use, occupy and enjoy the said Mines, Pits and Veins of Lead, Tin Ore, Copper Ore, or other Metal or Metals, with free Liberty of digging, trenching, searching and carrying away the same, with all and singular other the Premises hereby granted, set or demised, or meant or intended so to be, with their and every of their Rights, Members and Appurtenances, to the said (*four Lessees*), their Executors, Administrators and Assigns from henceforth, for and during and unto the full End and Term of 75 Years, from hence next ensuing and fully to be compleat and ended; **Fielding,** rendering, paying and delivering therefore from Time to Time during the said Term, every sixth Dish, or one full sixth Part of all the Oar of Lead, Tin, Copper, or other Metal, which during the said Term shall be got, had, gained or taken from out of the said Mines. (*2. the Time of Payment*). **Provided** always, and it is hereby declared and agreed by and between the said Parties to these Presents, and it is the true Intent and Meaning hereof, that if the said (*four Lessees*), or their Executors, Administrators or Assigns, shall at any Time or Times during the said Term refuse, omit or neglect to carry on

Habendum.

Reddendum
the sixth Dish.

Proviso in
Case the
Work is not
carried on,

on and work the said Mines, with such a competent Number of Workmen as shall be thought proper to work and carry on the same, and in the best and most effectual Manner, and according to the usual Practice and Course of carrying on such Mines with Effect, for the Space of 30 Days together, or for the Space of 30 Days in any four Kalendar Months of any one Year of the said Term, (Cases of inevitable Necessity and unavoidable Accidents only excepted); **Or** if the said (*four Lessees*), their Executors, Administrators or Assigns, or any of them, at any Time or Times during the said Term, do not nor shall deliver or cause to be delivered to the said *T. P.* his Heirs or Assigns, every sixth Dish, or the sixth Part of all the said Oar reserved to the said *T. P.* his Heirs and Assigns, as aforesaid, according to the true Intent and Meaning of these Presents, within the Space of 20 Days next after the same ought to be rendred or delivered as aforesaid; that then and in either of the said Cases, and so often it shall and may be lawful to and for the said *T. P.* his Heirs or Assigns, into and upon the said Mines and Premises, or any Part thereof, in the Name of the Whole to re-enter, and thereout and therefrom to expel and amove the said (*Lessees*), their Executors, Administrators and Assigns, and every of them, their and every of their Agents, Workmen and Servants, and to have and enjoy the same again as in his and their former Estate, as fully as if these Presents had not been made; and that from thenceforth the Term, Estate and Interest hereby granted or set, or so much thereof as shall be then to come, shall cease, determine, and be absolutely void to all Intents and Purposes whatsoever, these Presents, or any Thing herein contained to the contrary thereof, in any wise notwithstanding. **And** the said (*four Lessees*) for themselves jointly and severally, and for their several and respective Heirs, Executors, Administrators and Assigns, and every of them, covenant, grant and agree, to and with the said *T. P.* his Heirs and Assigns, in Manner as follows, *viz.* That they the said (*Lessees*), or some of them, their or some of their Executors, Administrators or Assigns, or some of them, shall and will, from Time to Time during the said Term, well and truly yield, render, pay and deliver, or cause to be yielded, rendred, paid and delivered unto the said *T. P.* his Heirs or Assigns, the sixth Dish, or one full sixth Part of all the said Oar reserved to the said *T. P.* his Heirs and Assigns as aforesaid, according to the said Reservation, and according to the true Intent and Meaning of these Presents. **And further**, that they, or some of them, their or some of their Executors, Administrators or Assigns, shall and will, from henceforth during the said Term, and at all Times, work and carry on, or cause or procure to be worked and carried on, with a competent Number of Workmen as shall be thought proper for that Purpose, the said Mines hereby demised and let, in an effectual Manner, and according to the usual Course and Practice of carrying on such Mines with Effect, and according to the true Intent and Meaning of these Presents. **And it is hereby agreed and declared** by and between all the said Parties, and the true Intent and Meaning of them and of these Presents is, that if at any Time hereafter during the said Term, the said *T. P.* his Heirs or Assigns, or any of them, shall be minded and desirous to become an Adventurer in the said Work for one full sixteenth Part thereof, over and above the said sixth Dish or sixth Part thereof, and of such his Mind and Desire shall give or leave three Months Notice in Writing to and for the said (*Lessees*), or any of them, their or any of their Executors, Administrators or Assigns, or to the Person or Persons who shall be employed as Clerk or Clerks, Overseer or Overseers of the said Work for the Time being, or any of them, that then, from and immediately after the Expiration of such three Months, the said *T. P.* his Heirs or Assigns, shall be and become, and shall be admitted an Adventurer and Partner in the said Mines for one full sixteenth Part thereof for the then Residue of the said Term, and shall come in on a clear Floor; and shall have, receive and enjoy one full sixteenth Part of all the Profits and Advantages thereof from thenceforth; he the said *T. P.* his Heirs or Assigns, from thenceforth paying one full sixteenth Part of all Charges and Expences of working and carrying on the said Mines; in the like Manner the other Adventurers and Partners therein shall pay their Proportions of the same Charges and Expences, as usual in such Cases. **And** the said *T. P.* for himself, his Heirs and Assigns, doth covenant, grant and agree, to and with the said (*Lessees*), their Executors, Administrators and Assigns, that he and they paying, rendring, doing and performing all the Rent, Reservations, Covenants and Agreements herein contained, on their Parts and Behalf to be paid, rendred, done and performed, according to the true Intent and Meaning of these Presents, he and they shall and may, for and during all the said Term of 15 Years, peaceably and quietly have, hold, use, occupy, work, carry on and enjoy the said Mines, Pits and Veins of Lead, Tin Ore, Copper Ore, or other Metal or Metals, and all and singular other the Premises hereby demised or set, or meant or intended so to be, with their Appurtenances, without any Let, Suit, Trouble, Interruption, Molestation, Claim or Demand whatsoever, of or by the said *T. P.*

or the sixth Dish delivered.

to re-enter, &c.

Covenant to deliver the Dishes,

and procure sufficient Workmen.

Of taking in an Adventurer.

Peaceable Enjoyment.

his Heirs or Assigns or any of them, or any other Person or Persons lawfully claiming or to claim by from or under him, them or any of them. **In Witness, &c.**

A Lease of a Copyhold Messuage and Lands given to a Charity from Churchwardens, to a Tenant, &c. with Reservation of Timber, &c.

THIS Indenture, &c. Between T. B. and S. G. (Churchwardens of that Part of the Parish of St. Giles, Cripplegate, which is in the City of London) of the one Part, and G. G. of the Parish of D. in the County of Essex Innholder of the other Part, **Witnesseth**, that as well for and in Consideration of the Costs and Charges which he the said G. G. will expend and lay out in repairing and amending the herein after demised Messuage or Tenement; as also for and in Consideration of the yearly Rent and Covenants herein after reserved and contained on the Part of the said G. G. his Executors, Administrators and Assigns, to be paid, done and performed, **They** the said T. B. and S. G. for themselves and their Successors, Churchwardens of the said Parish of St. G. C. in the City of London, **Have** demised, leased, and to Farm letten, and by, &c. **Do**, and each of them **Doth**, &c. unto the said G. G. his, &c. **All** that Copyhold or Customary Messuage or Tenement lately called or known by the Name or Sign of the *George*, together, &c. **All** which said Messuage or Tenement, Lands and Premises hereby demised, are situate, lying and being in D. aforesaid, and as the same now are in the Occupation of him the said G. G. or of his Undertenants or Assigns, together with all Ways, &c. **Except** and always reserved out of this present Demise unto the said T. B. and S. G. the said present and all other succeeding Churchwardens of that Part of the said Parish of St. G. C. which is in the City of L. **All** Timber and other Trees, which now, or at any Time during this Demise, shall be standing, growing or being in or upon the said hereby leased Premises, or any Part thereof, with full and free Liberty of Ingress, Egress and Regress at all seasonable Times for them the said present Churchwardens and their Successors for the Time being with their Workmen, Horses, Carts or otherwise, to enter upon the said Premises, and to fell, cut down, grub up, take and carry away the same, and also the like Liberty for them to enter upon and view the Defects and Wants of Reparations of the said Premises twice or oftner in every Year during this Demise, and then to give Notice for the Repairs and Amendment thereof; **To have and to hold** the said Messuage or Tenement, Lands, and all and singular other the herein beforementioned and intended to be hereby demised Premises, with their and every of their Appurtenances (except as herein before is excepted) unto the said G. G. his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of the whole Year, and so from Year to Year until the full Term of 14 Years shall be fully compleated and ended therein, commencing from *Lady-Day* now last past; if they the said Churchwardens can legally demise the said Copyhold Premises in such Manner and for such Term and Terms by the Custom of the Manor, or whereof the same Premises are holden, without forfeiting the same into the Hands of the Lord of the said Manor, and without incurring some Penalty or Forfeiture thereby; **Yielding and paying** therefore yearly and every Year, during the Continuance of this Demise, unto the said Churchwardens and their Successors for the Time being; **In Trust nevertheless** for the Use and Benefit of the Poor of the Freedom Part of the same Parish as shall be legally intituled thereunto, **The** yearly Rent or Sum of 10*l.* of, &c. at two of the usual half-yearly Feasts, &c. the first, &c. and the said G. G. &c. (*Covenant to pay the Rent.*)

A Lease from the Minister, Churchwardens, &c. of a Parish for 99 Years, wherein a Fine is paid.

Between R. A. Clerk, Rector of the Parish Church of St. A. U. London, J. C. Citizen and Blacksmith of London, and J. H. of London Merchant, Churchwardens of the said Parish, of the one Part, and G. E. of, &c. of the other Part, **Witnesseth**, that the said R. A. J. C. and J. H. (by order of Vestry held in the Parish Church of St. A. U. aforesaid, the 11th Day of *March* Instant, made by most of the principal Inhabitants of the said Parish) as well for and in Consideration of the Sum of, &c. to them or one of them in Hand paid at, &c. by the said G. E. well and truly paid to and for the Use and Benefit of the Poor belonging to the said Parish, the Receipt whereof they the said R. A. J. C. and J. H. do hereby acknowledge, and thereof, &c. as also for and in Consideration of the yearly Rent, &c. **Have** demised, &c. **All** that, &c. **To have**

have, &c. unto the said G. E. his, &c. **Pledging and paying** therefore yearly and every Year during the said Term, unto the Senior Churchwarden of the said Parish and his Successors for the Time being, the yearly Rent or Sum of 15 l. 4 s. of, &c. by two equal Payments, &c. at or in the Vestry Room in the Parish Church of St. A. U. aforesaid, free from any Deduction of or for any Manner of Taxes or Impositions parliamentary, ordinary or extraordinary. (Covenants.) **In Witness, &c.**

A Lease from the Trustees of a Charity.

— **Between** R. A. Doctor of Divinity and Rector of the Parish of St. B. without B. London, T. R. &c. (surviving acting Trustees of and in the Messuages and Hereditaments herein after mentioned to be hereby leased for preserving to the Poor of the said Parish of St. B. the Benefit of a certain Charity heretofore given by V. G. pursuant to Trusts created and appointed by M. W. and also for preserving to the Poor of the same Parish the Benefit of a Charity heretofore given by P. W.) of the first Part, W. H. and — Churchwardens of the said Parish of the second Part, and J. H. Citizen and Carpenter of London, of the third Part, **Witnesseth**, that for and in Consideration of the yearly Rent, &c. they the said R. A. T. R. &c. Trustees, &c. Have, &c. leased, &c. unto the said J. H. his, &c. **All those, &c. To have and to hold** the said several Messuages, &c. unto the said J. H. his, &c. from, &c. for and during, &c. **Pledging and paying** therefore yearly and every Year during the said Term of 35 Years, at the Vestry of the Church of the said Parish of St. B. without B. the yearly Rent or Sum of 20 l. of, &c. at, &c. **Provided also**, and it is hereby declared and agreed by and between all the Parties to these Presents, and the true Intent and Meaning of them and of these Presents are, that if the said J. H. his Executors, Administrators or Assigns, shall pay or cause to be paid to the Churchwardens of the said Parish of St. B. without B. for the Time being, or to one of them, such Sum or Sums of Money, as for and in Respect of the Rent by these Presents reserved, shall from Time to Time become due by Virtue of these Presents, all and every such Payment and Payments to such Warden or Churchwardens shall be accepted, admitted and allowed as effectually to discharge so much Rent, payable by Virtue of these Presents, and the Reservation herein before contained, as shall from Time to Time have been paid to such Churchwarden or Churchwardens, as if each and every such Payment had been actually made into the proper Hands of the Persons or Person, who by Virtue of the Reservation of Rent herein before contained had been by Law intitled to or might have claimed to receive the same; it being the Intent of all the Parties to these Presents, that all the Rent which from Time to Time shall be received by Virtue of these Presents, shall be by the Churchwardens for the Time being of the said Parish of St. B. paid, applied and disposed of in Pursuance and Execution of the said respective charitable Gifts herein before mentioned. **In Witness, &c.**

A Lease of Tithes.

THIS Indenture made, &c. **Between** R. E. Clerk, Rector of, &c. of the one Part, and R. C. of, &c. of the other Part, **Witnesseth**, that the said R. E. for divers reasonable Considerations, him hereto moving, **hath granted and demised**, and hereby doth grant and demise unto the said R. C. **All those the Tithes and Tenths** of Corn, Grain and Hay whatsoever, and of Lambs, Wool, Eggs, Fruits of Trees, Hemp and Flax and Honey, yearly arising, coming and growing within the Township or Parish of H. aforesaid, and their Tithable Places thereof, and all his Estate, Right, Title, Interest and Demands therein or thereto; **To have and to hold**, receive, take and enjoy all the Tithes aforesaid to the said Robert, his Executors, Administrators and Assigns, from the Feast-Day of St. Michael the Archangel last past before the Date hereof unto the End of the Term of 3 Years from thence next ensuing, and fully to be ended (if the said Richard shall so long continue Rector of the Church aforesaid; **Pledging and paying** therefore yearly, during the Continuance of this Demise, unto the said R. E. or his Assigns, the Rent or Sum of 40 l. at the Feast of the Annunciation of the blessed Virgin Mary and St. Michael the Archangel, by equal Portions, at or in the now dwelling House of the said R. E. in H. aforesaid; and rendering also and delivering yearly to the said Richard or his Assigns, at the Place aforesaid, two good Cart-loads of Wheat Straw, and one good Cart-load of good Barley Straw on the 21st Day of December, during the same Term: **Provided** that nothing herein contained shall extend to or be construed to give to the said Robert or his Assigns, any Interest or Right in or to any the Glebe

The Grant.
The Tithes.

Habendum for
3 Years, if the
Lessor so long
continue Rec-
tor.

Reddendum
the Rent.

Reddendum 3
Loads of
Straw.

Proviso that
this Demise
touch not any

Interest to
Glebe Land,
Mortuaries,
Oblations,
&c.

Proviso that if
there be an
Avoidance by
Death or
otherwise, the
Rent shall be
apportioned
according to
the Value of
Tithes re-
ceived.

Covenant for
Payment of
the Rents.

Covenant for
quiet Enjoy-
ment.

An Agree-
ment that the
Lessor shall
pay half Law
Charges, if
any be, in re-
covering the
Tithes, if not
through the
Lessee's De-
fault or Mis-
demeanor.

Glebe Land and Appurtenances or Homestead of the said Parsonage, or in or to any Sums payable by reason of Burials in the Chancel, the *Easter Book*, Mortuaries or Heriots, or in or to any Offerings, Oblations antient Compositions, the Profits of the Church-Yard or any other Dues or Profits payable to or of Right demandable by the Rector of the Church aforesaid for the Time being, save only in and to the Tithes and Tenths above particularly and expressly mentioned to be hereby granted: **Provided also**, that if the said *Richard* shall, during this Demise, depart this Life or resign the said Parsonage, or the said Church become vacant by any other lawful Avoidance, then he the said *Robert*, his Executors, and Assigns, shall not pay or render any other or more Rent than what shall be proportionable to the Value of such or so much of the said Tithes as he or they shall have received by Virtue hereof to the Time of such Avoidance. **And** the said *Robert* doth hereby for himself, his Executors and Administrators, covenant and grant to and with the said *R. E.* his Executors and Assigns, that he the said *Robert*, his Executors or Assigns, shall and will well and truly pay and render, or cause to be paid and rendered to the said *R. E.* his Executors or Assigns, the said several Rents of Money and Straw in Manner aforesaid; and the said *R. E.* doth hereby Covenant with the said *Robert* and his Assigns, that he and they shall and may lawfully receive and enjoy the said Tithes hereby granted, at all Times during the Continuance of this Demise, under the Covenants, Grants and Provisoes aforesaid, without the Let, Denial, Demand or Incumbrance of him the said *Richard*, or any other Person claiming or to claim by or under him. **And lastly**, it is hereby mutually agreed by and between the said Parties hereunto, that the said *R. E.* and his Assigns, shall and will bear and pay to the said *Robert* and his Assigns, upon his and their Request, one Moiety or half Part of all Charges of Suit to be expended by the said *Robert* or his Assigns, in any Suit to be commenced at Law or in Equity, for Recovery of any the Tithes hereby granted, so as he the said *Richard* do receive again of the said *Robert* or his Assigns, half the Sums of Money which he the said *Robert* shall recover in such Suits, over and above the single Value of such Tithes so to be withheld, and so as such Suit or Suits be not occasioned by or through the Default, Miscarriage or evil Demeanor of the said *Robert*, his Executors or Administrators, or his or their Servants or Assigns, in setting out, collecting or receiving the same Tithes. **In Witness, &c.**

Another.

Demise.
Tithes.

Use of Tithe,
Barns and Li-
berties, &c.

Exceptions.

THIS Indenture, &c. Between the Reverend *A.* Clerk, Rector of the Parish Church of *R.* in Consideration, &c. of the one Part, and (3 *Lessees*) of the same Parish, of the other Part, **Witnesseth**, that for and in Consideration of the yearly Rents Covenants, Conditions and Agreements herein after mentioned, reserved and contained on the Part and Behalf of the said (3 *Lessees*) their Executors, Administrators and Assigns, to be paid, performed, fulfilled and kept, and for other good Causes and Considerations him the said *A.* hereunto moving, **He** the said *A.* hath demised, leased and to Farm letten, and by, &c. unto the said (3 *Lessees*) **All** those the Tithes and Tenths of Corn, Grain, Hay, Wool, Lamb, Milk and all other Tithes, Dues and Duties whatsoever, and of what Nature or Kind soever, yearly arising, increasing, growing and becoming due and payable within or out of the Township or Parish of *R.* aforesaid, and the Fields, Liberties, Precincts and Territories thereof, or of any Part thereof, which belong to the said *A.* as Rector or Parson of the said Parish of *R.* **Together** with the full Use and Benefit of the great Tithe and Hay Barns, Hovels, situate in the Yard or Backside of and belonging to the Parsonage House of *R.* for the putting and Lodging their Tithe, Corn, Grain and Hay therein, and also the free Use of the said Yard or Backside, to feed and fodder their Cattle, Hogs and Poultry therein, together also with full and free Liberty of Ingress, Egress and Regress for them the said — their Executors, Administrators and Assigns, with their Servants, Workmen, Horses, Carts and other Carriages in, by and through all the usual Ways and Passages to enter and come into and upon the said Barns, Hovels and Yard or Backside at all Times, during the Continuance of the Demise hereby made; **Except and always reserved** out of this present Lease unto the said *A.* all and all Manner of *Easter Offerings*, Mortuaries, Christnings, Churchings, Marriages, Burials, and also the Tithe of Wool, Lamb, Milk, Honey, and all other Tithes, Dues and Duties that are paid and usually reckoned as small Tithes in, upon, or of the Town, Fields, Liberties, or Precincts of *Little Manby* in the said Parish of *R.* and also except and reserved unto the said *A.* all Tithe of Wood or Composition for the same, in and belonging to the said Rectory or Parsonage, and likewise all and all Manner of Tithe that may be had

had, claimed, or taken for the Glebe Lands belonging to the said Rectory, and now in the Occupation, &c. and all full and free Liberty for him the said *A.* and his Assigns, at least four Times in the Year, during the Continuance of this Demise, to come into and upon the said Barns and Hovels, or any Part thereof, to view and see the Condition and Reparations of the same, and to give Orders for the Thatching, Daubing and Mortering thereof, when and where wanting; **To have and to hold**, receive, take and enjoy the said Tithes or Tenths of Corn, Grain, Hay, Wool, Lamb, Milk, Use of the said Barns, Hovels and Backside, and all and singular other the herein before mentioned and intended to be hereby demised Tithes and Premises, with their Appurtenances, (except as herein before is excepted) unto them the said — their Executors, Administrators and Assigns, (in three equal Proportions, and without any Benefit or Advantage of Survivorship to be had or taken by any or either of them, in Manner as herein after mentioned) from the Feast-Day of the Annunciation of the blessed Virgin *Mary* last past before the Date of these Presents, for and during, and unto the full End and Term of three Years from thence next ensuing, and fully to be compleat and ended, if he the said *A.* shall so long live and continue Rector of the Parish of *R.* aforesaid; **Residing and paying** therefore yearly and every Year, during the Continuance of this Demise, unto the said *A.* or his Assigns, at or in the Parsonage House aforesaid, the yearly Rent or Sum of 100*l.* of, &c. at or upon the four most usual Feasts or Days for Payment of Rent in the Year, viz. the Feast-Days of the Nativity of *St. John Baptist*, &c. by four even and equal Portions; the first Payment whereof to begin and be made on the Feast-Day of *St. John Baptist* now next ensuing; **And rendering** and delivering yearly unto the said *A.* or his Assigns, at the Place aforesaid, (if by him or them so required) three good Cart-loads of Wheat Straw or Stubble, for Thatching on the 21st Day of *December*, during the Continuance of the said Term; **He** the said *A.* or his Assigns, paying and allowing unto them the said — their Executors, Administrators or Assigns, for the said Wheat Straw or Stubble, and a good and sufficient Town Bull to be by them provided for the Use of the said Parish, and to go and pasture with the Town Herd of Beasts thereof, the Sum of 4*l.* for the whole Term, in such Manner as herein after is mentioned; **And** the said (*three Lessees*) for themselves severally, and not jointly, and for their several and respective Executors, Administrators and Assigns, and every of them, covenant, grant and agree to and with the said *A.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, viz. That they the said — some or one of them, their, some or one of their Executors, Administrators or Assigns, shall and will yearly and every Year, during the Continuance of this Demise, well and truly pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the said yearly Rent or Sum of 100*l.* of such lawful Money as aforesaid, upon the four Feast-Days herein before mentioned and appointed for Payment thereof; and also render and deliver yearly unto the said *A.* or his Assigns, if by him or them so required, the said three Loads of Wheat Straw or Stubble, according to the several Reservations thereof, in Manner as aforesaid, and the true Intent and Meaning of these Presents; **And also** shall and will from Time to Time, and at all Times, during the Continuance of this Demise, bear, pay and discharge all and all Manner of Taxes, Levies, Rates, Duties and Assessments whatsoever, that shall be assessed, charged or chargeable upon, or payable out of, or for or in Respect of the said hereby demised Tithes and Premises, or any Part thereof, by any Law or Custom now in Force or hereafter to be made, (other than and except the Land-Tax usually paid by Landlords, and which is to be paid by the said *A.* or his Assigns, or to be allowed by him or them out of the said hereby reserved yearly Rent of 100*l.*) and thereof, and of and from every Part thereof, shall and will acquit, exonerate and discharge, as well the said *A.* and his Assigns, as also the said hereby demised Tithes and Premises; **And also** that they the said — nor any or either of them, shall not nor will, at any Time during the Continuance of the said Term, demise, let, set or assign over the said hereby leased Tithes and Premises, or any Part thereof, to any Person or Persons whomsoever, for any Term or Time whatsoever, without the Licence and Consent of the said *A.* or his Assigns, in Writing under his or their Hand and Seal, first had and obtained for that Purpose; **And also** that they the said — their Executors, Administrators and Assigns, or some or one of them, at their own proper Costs and Charges, shall and will from Time to Time, and at all Times, during the Continuance of the Term hereby demised, when, where, and as often as Need or Occasion shall be or require, cause the said two Barns and Hovels, to be well and sufficiently repaired and amended, with thatching, daubing or mortered only, and the same being so well and sufficiently repaired and amended with such thatching, mortering or daubing as aforesaid, shall and will (at the End, Expiration, or other sooner Determination of this present Lease, which shall first happen) peaceably and quietly leave, surrender, and yield up unto the said *A.* or his Assigns; **And also**

Habendum.

Reddendum
Money Rent.

Straw Rent.

Lessees covenant

to pay and render Rents.

Also all Taxes.

Not to let without Lessor's Consent.

To repair.

And find a shall Town Bull.

Lessor's Cove-
nant for Les-
see's quiet In-
joyment, and
for allowing
4 l. &c.

Power of Re-
entry.

As to Avoid-
ance.

Mutual
Agreements
between Les-
see, as to
Payment of
the Rent, &c.

shall and will, at their like Costs and Charges, during the Continuance of this Demise, find and provide a good and sufficient Town Bull, to go and pasture with the Town Herd of Beasts of the said Parish of R. to and for the Use and Benefit of all the Inhabitants of the said Parish. And the said A. for himself, his Executors and Administrators, doth hereby covenant, grant and agree to and with each of them the said — and their Executors, Administrators and Assigns, in Manner as follows, viz. That he the said A. (in Consideration of such Straw or Stubble to be by them the said — their Executors or Administrators, yearly delivered, if so required, and of such Town Bull to be by them so provided for the said Parish, in Manner as aforesaid), shall and will, out of the last yearly Rent hereby reserved and payable, allow and pay to them the said — their Executors or Administrators, the full Sum of 4 l. of lawful Money, to be divided in three equal Parts amongst them; and that it shall and may be lawful to and for them the said — their Executors and Administrators, to retain and deduct the said Sum of 4 l. in the Proportions aforesaid out of such last yearly Rent hereby reserved accordingly; And further, that they the said — their Executors, Administrators and Assigns (paying the said yearly Rent of 100 l. and rendring and delivering to the said A. or his Assigns, the said three Load of Wheat Straw or Stubble, in Manner and according to the several Reservations thereof as aforesaid, and also performing, fulfilling and keeping all and every the Covenants, Conditions and Agreements herein and hereby mentioned and contained on their Parts to be paid, done and performed, according to the true Intent and Meaning of these Presents) shall and may lawfully, peaceably and quietly have, hold, take, receive, occupy, possess, and enjoy all the said Tithes, Use of the said Barns, Hovels and Backside, and all and singular other the herein before demised Premises, with their Appurtenances, (except as first above is excepted) for and during all the said Term of three Years hereby demised, (if he the said A. shall so long live and continue Rector of the Parish of R. aforesaid) without any Let, Suit, Trouble, Eviction, Hindrance, Interruption or Disturbance whatsoever, of or by the said A. or any other Person or Persons whomsoever, lawfully claiming or to claim, by, from, or under him, or by or with his Consent, Privity, Means or Procurement: **Provided always**, and these Presents are upon this Condition nevertheless, and it is the true Intent and Meaning of these Presents, that if it shall happen the said yearly Rent of 100 l. herein before reserved, shall be behind and unpaid, in Part or in all, by the Space of 30 Days next after any or either of the said Feast-Days, on which the same ought to be paid as aforesaid (being lawfully demanded) or the said three Load of Wheat Straw or Stubble shall not yearly be rendred or delivered (if so required) according to the several Reservations thereof, in Manner as aforesaid; or if the said — any or either of them, their, any or either of their Executors or Administrators, shall at any Time or Times, during this Demise, let, set, assign or depart with their, any or either of their Interest or Possession of and in the said hereby leased Tithes and Premises, or any Part or Parcel thereof, to any Person or Persons whomsoever, without the special Licence and Consent of the said A. in Writing under his Hand and Seal first had and obtained for that Purpose; that then, in any or either of the Cases aforesaid, it shall and may be lawful to and for the said A. at any Time then afterwards, into and upon the said hereby demised Premises, or any Part thereof, in the Name of the whole to re-enter, and the same, and every Part thereof to have again, repossess and enjoy, as in his former Estate; any Thing herein contained to the contrary thereof in any wise notwithstanding: **Provided also**, and it is hereby agreed and declared by and between all the Parties hereto, that in case the said A. shall, during the Term hereby demised, depart this Life, or resign the said Rectory or Parsonage, or that the same shall become vacant by any other lawful Avoidance, or otherwise; that then in any or either of the said Cases, they the said — their Executors, Administrators and Assigns, shall not pay or be obliged to render any other or more Rent than what shall be proportionable to the Value of such or so much of the said hereby leased Tithes, as they shall have received by Virtue of the Demise hereby made, to the Time of such Avoidance as aforesaid; any Thing, &c. **And lastly**, it is hereby covenanted, concluded upon, and mutually agreed and declared by and between them the said — for themselves severally and respectively, and for their several and respective Executors and Administrators, in Manner as follows, viz. That as well the said yearly Rent of 100 l. so reserved as aforesaid, as also the said three Load of Wheat Straw or Stubble, rendred and delivered when required as aforesaid, as likewise all such Charges for Taxes and Repairs to be paid and made as aforesaid, and of the said Town Bull to be provided as aforesaid, shall be by them the said — their respective Executors, Administrators and Assigns, paid, rendred, made and provided, in three equal Parts and Proportions, Share and Share alike, at all Times during the Continuance of the Term hereby demised, and also at the End or other Determination

Determination thereof; **And further**, that no Benefit or Advantage of Survivorship whatsoever, shall be had or taken by any or either of them the said B. C. and D. or their or any of their Executors or Administrators, in case of any of their Deaths during this Demise, but that the Survivors and Survivor of them, his Executors and Administrators, shall, during the Continuance of the Demise hereby made, be intitled to and possessed of all and singular the Tithes and Premises, (subject nevertheless to the Rents and Covenants herein above reserved and contained, in Manner as follows) to wit, As to one third Part thereof, (the whole in three equal Parts to be divided) the same shall go and belong to the said B. his Executors and Administrators; as to one other third Part thereof, the same shall go and belong to the said C. his Executors and Administrators; and as to the other third Part thereof, the same shall go and belong to the said D. his Executors and Administrators. **In Witness, &c.**

A Lease for 1000 Years by way of Mortgage for Security of the Purchase Money, prior to the Conveyance of the Premises to the Purchaser.

THIS Indenture Tripartite, &c. Between R. B. of the first Part, W. S. of the second Part, and W. P. a Person named on Behalf of and in Trust for the said R. B. of the third Part. **Whereas** the said W. S. hath agreed with the said R. B. for the absolute Purchase to him and his Heirs, of the Capital Messuages, &c. herein after mentioned to be demised or granted, with their Appurtenances, for the Sum of 2600*l.* **And whereas** the said W. S. is to pay down of the said Purchase Money of 2600*l.* unto him the said R. B. the Sum of 600*l.* in Part, and hath agreed that the said Capital Messuage, &c. herein after mentioned, shall be mortgaged for the better securing of the Payment of the Sum of 2000*l.* the Remainder of the said Purchase Sum of 2600*l.* with Interest for the same after the Rate of 5*l.* per Cent. according to the true Meaning of the Proviso or Condition hereafter in these Presents mentioned or contained; and that the said R. B. shall by Deed of Lease and Release, to bear Date the two several Days after the Date of these Presents, assure and convey the said Premises subject to these Presents, unto the said W. S. and his Heirs: **Now this Indenture witnesseth**, that in Consideration thereof, and for the securing the true Payment of the said Sum of 2000*l.* with Interest for the same after the Rate aforesaid; and in Consideration of the Sum of 5*s.* of, &c. to him the said R. B. by the said W. P. in Hand, at, &c. the Receipt, &c. **He** the said R. B. **Doth**, by and with the Consent, Direction and Appointment of the said W. S. testified by his being a Party to these Presents, and Signing and Sealing the same, bargained, sold, demised, and to Farm let, and by these Presents **Doth**, &c. unto the said W. P. his Executors, Administrators and Assigns, **All that, &c. To have and to hold** the said, *Habendum to* &c. unto the said W. P. his Executors, Administrators and Assigns, from the Day next *W. P. for* before the Day of the Date of these Presents, for and during, and until the full End and *1000 Years.* Term of 1000 Years from thence next and immediately ensuing, and fully to be compleat and ended, without Impeachment of Waste; **yielding and paying** therefore yearly, during the said Term, the Rent of one Pepper-corn only, on the Feast-Day of, &c. if it shall be lawfully demanded; **And** the said W. S. for the Consideration aforesaid, **Doth** by *Confirmation* these Presents ratify and confirm the said Estate, Term and Premises, for and during all *by W. S.* the said Time or Term of 1000 Years, unto the said W. P. his Executors, Administrators and Assigns: **Provided always**, and upon Condition, that if he the said W. S. his Heirs, *To be void on* Executors, Administrators and Assigns, or any of them, do or shall well and truly pay, *Payment of* or cause to be paid unto the said W. P. his Executors, Administrators or Assigns, at or in *2000*l.** the Inner-Temple Hall, London, the full Sum of 2100*l.* of, &c. in Manner and Form following; that is to say, In or upon the — Day of, &c. now next ensuing the Day of the Date of these Presents, 50*l.* Part thereof, and in or upon the — Day of, &c. the full Sum of 2050*l.* and do make the said Payment, without any Deduction or Abatement, for or by Reason of any Parliamentary or other Taxes, Charges or Assessments whatsoever; that then and from thenceforth, this present Grant, Bargain, Sale, Demise and Lease, and every Article, Clause and Thing therein contained, shall cease, determine, and be void; this Indenture, or any Thing herein contained to the contrary thereof in any wise notwithstanding, (W. S. covenants with W. P. to pay the said Sum): **Provided always**, *This Indenture not to* and it is hereby declared and agreed by and between the Parties to these Presents, *be a Forfeiture* and it is their true Intent and Meaning, that neither these Presents, nor any Thing *of any Thing* herein contained, shall be or extend, or be deemed, construed or taken, to be any Breach, *to be contained* Forfeiture or Infringement of any Covenant, Clause or Agreement contained, or to be *in the Release.* contained or specified in the said Indenture of Grant or Release and Conveyance, intended

to bear Date the said next Day but one after the Date hereof, and to be made by him the said R. B. to him the said W. S. and his Heirs, of the said Capital Messuage, three Clofes, and other the Premisses, with their Appurtenances, according to the Agreement aforesaid; **And** the said W. P. doth hereby declare, that his Name in these Presents is made use of at the Nomination and in Trust for the said R. B. his Executors, Administrators and Assigns, and that the said Sum of 2000 l. and the Interest to accrew for the same, is the proper Money of the said R. B. and that the said R. B. his Executors, Administrators and Assigns, shall and may enter for Non-payment thereof, and sue and bring any Action in the Name of him the said W. P. his Executors, Administrators or Assigns, for or concerning the same; **And further**, that he the said W. P. his Executors and Administrators, shall and will, at the Request, Costs and Charges of the said R. B. his Executors or Administrators, grant and assign over these Presents unto the said R. B. his Executors or Administrators, or to such other Person or Persons, as he or they shall direct or appoint. **And lastly**, (W. S. to enjoy the Premisses until Default in Payment). **In Witness**, &c.

W. P. declares himself Trustee for R. B.

May sue in W.P.'s Name.

Assigns the Premisses to R. B.

Lease of Offices in Barbadoes. Perused and settled by Mr. Serjeant Selby.

THIS Indenture Tripartite made, &c. **Between** R. M. of, &c. Esq; of the first Part, J. W. of the Island of B. Esq; of the second Part, and T. J. of London, Merchant, of the third Part. **Whereas** his late Majesty King Charles the Second, by his Letters Patent, bearing Date, &c. (*recite the same short*) as by the said in Part recited Letters Patent, Relation, &c. **And whereas** the said J. W. from and before the Feast-Day of St. Michael the Archangel now last past, (by Virtue of an Agreement for that Purpose) was and now is in the Execution of the said Office, as Deputy to the said R. M. **Now this Indenture witnesseth**, that the said R. M. (for the Consideration of the yearly Rents and Covenants hereafter in these Presents reserved and expressed, and for divers other good Causes and valuable Considerations, him the said R. M. thereunto especially moving) **Doth** granted and demised, and by these Presents **Doth** depute, constitute and appoint the said J. W. his lawful and sufficient Deputy of and in the said Offices and Places of Secretary and Clerk of the said Island of B. **And** he the said R. M. doth hereby also grant and demise unto the said J. W. **All** the Fees, Profits, Perquisites and Advantages whatsoever, to arise or be had or made of the said Offices and Places; **To hold**, execute and enjoy the said Offices and Places, and also to have, take and receive all and every the Fees, Profits, Perquisites and Advantages whatsoever, arising by Virtue of the said Offices and Places, unto the said J. W. his Executors, Administrators and Assigns, from, &c. for, &c. seven Years from thence next ensuing, and fully to be compleat and ended, (if he the said R. M. shall so long live); **yielding and paying** therefore yearly and every Year, during the Continuance of the said Term, unto the said R. M. his Executors, Administrators and Assigns, the yearly Rent or Sum of 420 Guineas, at or in the common Dining Hall of the *Inner Temple, London*, at the four most usual Feasts or Quarter-Days of Payment in the Year, *viz.* Of, &c. **And also yielding and paying** yearly and every Year, during the Continuance of the said Term hereby demised, unto the said R. M. his Executors, &c. at the Place aforesaid, upon the — Day of — in every of the said Years, 200 l. Weight of fine white Sugar. **And** the said R. M. for himself, his Heirs, Executors and Administrators, **Doth** (a) covenant, promise, grant and agree to and with the said T. J. his Executors and Assigns by these Presents, that it shall or may be lawful to or for the said J. W. his Executors or Assigns, to hold, execute and enjoy the said Offices and Places for the Term aforesaid, (if he the said R. M. shall so long live) and the Profits and Advantages issuing and arising thereout, to take and receive to his and their own proper Use and Benefit, without any Let, Suit, Trouble, Interruption or Disturbance of him the said R. M. or any other Person or Persons whatsoever, claiming or to claim, from, by or under him. **And** the said T. J. for himself, his Heirs, Executors and Administrators **Doth**, for and on the Behalf of the said J. W. covenant, promise, grant and agree to and with the said R. M. his Executors, Administrators and Assigns by these Presents, in Manner as follows, *viz.* That he the said J. W. shall and will, by and out of the Fees, Perquisites and Profits of the said Offices and Places, well and truly pay, or cause to be paid unto the said R. M. his Executors, Administrators or Assigns, for and during the said Term of seven Years, (if the said R. M. shall so long live) the said yearly Rent or Sum of 420 Guineas and the 200 l. Weight of fine white Sugar, at the Times and Place by

Recital of the King's Letters Patent.

And that Lessee was now in Possession, &c.

Deputation and Demise of the Places, &c.

Habendum.

Reddendum Money Rent.

Reddendum the Sugar Rent.

For the Lessee's quiet Enjoyment.

The third Person's Covenant for Payment of the yearly Rent to Lessor by Lessee.

Note : Mr. W. being under Age and beyond Sea, Lessor covenants with the third Person,

by these Presents appointed for the Payment thereof; And also in case the said R. M. shall die before the Expiration of the said Term and between any of the said Feasts or Quarter-Days of Payment; that then and in such Case, the said J. W. or his Assigns, shall pay to the Executors, Administrators or Assigns of the said R. M. *pro rata*, and proportionably out of the said annual Rent of 220 Guineas, for the Time the said R. M. shall die, after such Feast-Day or Day of Payment: **Provided always**, and lastly it is hereby agreed and declared by and between all the said Parties hereunto, and the true Intent and Meaning of them and of these Presents is, that if the said J. W. shall at any Time, during the said Term, be desirous to determine the Grant and Deputation hereby made, and shall give to the said R. M. a Year's Notice thereof, to commence from one of the said Feast or Quarter-Days, that then (after the End or Expiration of such Year, after such Notice so given as aforesaid) this present Grant, and the Deputation hereby made, shall from thenceforth cease, determine and be void; and that then and in such Case the said Offices and Places, and the Fees, Profits and Perquisites thereof, shall from thenceforth revert in the said R. M. and his Assigns, and he and they shall have and enjoy the same as in his the said R. M.'s former Estate; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding.

If Lessor before End of Term die between Quarter-Days, to pay to his Executors, &c. *pro rata* for the Time after such Quarter-Day. A Power for Lessee to determine present Lease before Expiration, on giving a Year's Notice, &c.

Lease of a Royalty, viz. Fishing, Hawking, Hunting, also Appointment of Keeper of the Game. By Serjeant S.

THIS Indenture, made, &c. **Between** J. S. of, &c. Lord of the Manor of — in the County of — of the one Part, and T. M. of, &c. Gent. of the other Part, **Witnesseth**, that the said J. S. (in Consideration of the yearly Rent and Covenants herein after reserved on the Lessee's Part to be paid and performed) **Doth** demise, and by these Presents **Doth** demise unto the said T. U. **All** that his the said J. S.'s Fishery and Liberty of Fishing in the Rivers of B. and H. and all other his the said J. S.'s Liberty of Fishing and Fishery in the County of H. (except in the Park of J. C. Esq; called H. Park); **And** the said J. S. **Doth**, and by these Presents **Doth** also demise unto the said T. U. **All** the Liberty of Hunting and Hawking within the said Manor, exclusive of all others, **And** doth hereby constitute and appoint him the said T. U. Keeper of the Game there; **To have and to hold** the said Fishery, Liberty of Fishing and Hawking and Hunting aforesaid, with their and every of their Appurtenances, (except before excepted) unto the said T. U. his Executors, Administrators and Assigns, from the Feast-Day of St. Michael the Archangel next following the Date of these Presents, for and during, and unto the full End and Term of five Years from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the said Term of five Years, unto the said J. S. his Heirs and Assigns, the yearly Rent or Sum of 3 l. of, &c. at the two most usual Feast-Days or Terms in the Year, viz. The Annunciation, &c. and St. Michael, &c. by even and equal Portions, without any Deduction or Abatement whatsoever, for Taxes, charged or imposed by Parliament, or otherwise howsoever; **And** the said T. U. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said J. S. his Heirs and Assigns, by these Presents, that he the said T. U. his Executors, Administrators and Assigns, some or one of them, shall and will well and truly pay, or cause to be paid unto the said J. S. his Heirs or Assigns, the said yearly Rent of 3 l. at the Days and Times herein before limited for Payment thereof, during the said Term, without any such Deduction as aforesaid: **Provided always**, that if the said yearly Rent or Sum of 3 l. or any Part thereof, shall be behind and unpaid in Part or in all, by the Space of — Days next after either of the said Feast-Days abovementioned for Payment thereof, during the said Term; that then and from thenceforth it shall and may be lawful to and for the said J. S. his Heirs or Assigns, to avoid the said Lease and re-enjoy the said Premises, as in his or their former Estate and Estates; any Thing, &c. **And lastly**, the said J. S. for himself and his Heirs, doth covenant, promise and grant to and with the said T. U. his Executors, Administrators and Assigns, by these Presents, that he the said T. U. his Executors, Administrators and Assigns, paying the said yearly Rent of 3 l. and performing the Covenants and Agreements herein before mentioned on his and their Part and Behalf to be performed and kept, shall and may from Time to Time, and at all Times hereafter, during the Continuance of the said Term hereby demised, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said Fishery and Premises, with their Appurtenances above demised, and every Parcel thereof, without the lawful Let, Suit, Trouble, Eviction or Disturbance of him the said J. S. his Heirs or Assigns, or by any other Person or Persons whatsoever, claiming or

Premises.

Except, &c.

Habendum.

Reddendum.

Lessee's Covenant to pay the Rent.

To avoid the Lease on Default.

Quiet Enjoyment.

to claim, by, from, or under him or them, or any of them, or by his, their, any or either of their Acts, Means or Procurement. **In Witness, &c.**

A Reversionary Lease.

THIS Indenture, &c. **Between** Sir B. M. of, &c. of the one Part, and C. N. of, &c. of the other Part. **Whereas** the said Sir B. M. (by the Name of B. M. Gent.) by his Indenture of Lease, bearing Date on or about the 28th Day of *March*, which was in the Year — *Did* demise and lease to J. K. of, &c. a certain Close of Land or Ground, of which the Piece or Parcel of Ground herein after mentioned to be hereby leased is Part, for the Term of 62 Years, commencing from *Lady-Day* next before the Date thereof; **And** by another Indenture of Lease, bearing Date on or about the 26th Day of *June*, which was in the Year of our Lord — the said Sir B. M. *Did* demise or lease unto T. P. of *Thavies-Inn, London*, Gent. the said Close of Land or Ground, (of which the said Piece or Parcel of Ground herein after mentioned to be hereby leased as Part) from the End or other sooner Determination of the said Term of 62 Years, for the further Term of 18 Years, as by the said in Part recited Indenture of Lease, may more at large appear: **Now**, &c. that for and in Consideration of the Sum of 50*l.* of, &c. to the said Sir B. M. paid by the said C. N. the Receipt, &c. and also in Consideration of the yearly Rent, Covenants and Agreements herein after reserved and contained, and what on the Tenant's or Lessee's Part and Behalf shall grow due to be paid, done and performed, **He** the said Sir B. M. **hath** demised, leased, and to Farm letten, and by, &c. **All** that Piece of Ground, &c. the Piece of Ground, Messuages, &c. in *M. Street*, as described in a Lease from an under Lessee of K. to Mr. N. **To hold** said Piece of Ground, &c. unto said N. his Executors, &c. from *Lady-Day*, which will be in the Year of our Lord — (at which Time the last of the before recited Indentures of Lease will expire) for and during the full Time and Term, and unto the full End and Term of 59 Years from thence next ensuing, and fully, &c. **Yielding and paying** therefore yearly and every Year, during the said Term of 59 Years hereby demised, unto the said B. M. his Heirs or Assigns, the yearly Rent or Sum of 5*l.* (being the same Rent as paid by N. in his other above Lease) (*With usual Covenants as in other Leases.*) **In Witness, &c.**

Another.

Proviso.
Covenants.

— **Between** Lord M. Baron of O. of the one Part, and J. M. of, &c. of the other Part, **Witnesseth**, that the said Lord M. for and in Consideration of the faithful Services of the said J. M. to the late C. Earl of M. and also in Consideration of the Surrender of a Lease, dated, &c. whole, &c. are demised to the said J. M. **To hold** to the said J. M. his Heirs and Assigns, from the 25th of *March* last, for his Life, and the Lives of A. and B. and the longer Liver; and also for and in Consideration of the yearly Rent and Covenants, &c. the said Lord M. demises to the said J. M. (*the Premises granted to him, his Heirs and Assigns*); **To hold** (for 11 Years, to commence from Determination of the Term or Estate granted to his Heirs or Assigns); **Yielding, &c.** (*during the Term or Estate granted to him, his Heirs or Assigns, 20*s.* a Year*); **And yielding, &c.** (*for the Term hereby demised, to him, his Executors, Administrators and Assigns, 5*s.* a Year*) if said Rents be behind, and no sufficient Distress for Rents and Arrears can be found on Premises, then lawful for Lord M. to re-enter; that J. M. will pay Rents, keep Premises in Repair having sufficient Timber; Warranty from Lord M. to J. M. for the Terms and Estate; and Lord M. ordains, constitutes and appoints A. and B. jointly and severally his Attornies, to enter and take Possession and Seisin, and Seisin and Possession to deliver to J. M. or his certain Attorney, to his Use, ratifying what said Attornies, or either of them shall do.) **In Witness, &c.**

A Building Lease.

THIS Indenture, &c. **Between** N. B. Doctor in Physick, R. W. of, &c. and R. C. of, &c. of the one Part, and J. E. of, &c. of the other Part, **Witnesseth**, that as well for and in Consideration of the great Costs and Charges of the said J. E. hath already been, and shall be at in Building and Finishing several new Brick Messuages or Tenements on the Ground hereunder leased; and in Consideration of the yearly Rent and Covenants hereafter in and by these Presents reserved, mentioned and contained on the Part and Behalf of the said J. E. his Executors, Administrators and Assigns, to be paid, done and performed; as also in Consideration of 5*s.* of, &c. to the said N. B. R. W. and R. C. or one of them, in Hand paid, at or before the Sealing and Delivery of these

these Presents, the said *R. W.* and *R. C.* by the Direction and Appointment of the said *N. B.* testified by his being a Party to, and Signing and Sealing of these Presents, **Have** leased, set, and to Farm letten, and by these Presents do lease, set, and to Farm let unto the said *S. E.* **All that** Piece or Parcel of Ground, late Part of a certain Field, Close or Ground belonging to the Town of *B.* near *Grays-Inn* in the Parish, &c. being at the North-East Corner of the Part of *Red-lyn Street* which is next *Theobald's Way*, containing in Front next *Red-lyn Street*, being westward 55 Foot of Assise, or thereabouts in the Rear, being eastward 51 Foot of Assise, or thereabouts, and on the South-Side next the Ground and Buildings let to *S. W.* 86 Foot nine Inches of Assise, or thereabouts, together with all Ways, Passages, Profits, Commodities and Appurtenances whatsoever to the said Piece or Parcel of Ground and Premises hereby leased, belonging or appertaining, therewithal designed to be used and enjoyed; **To have and to hold** the said Piece or Parcel of Ground, and all Erections and Buildings now and hereafter to be erected and built, and all and singular the Premises, with the Appurtenances hereby leased, unto the said *J. E.* his, &c. from, &c. until the full End and Term of 70 Years from thence next ensuing and fully to be compleat and ended; **Yielding and paying** for the first Year of the Time hereby leased, the Rent of one Pepper-Corn on the last Day of the same Year, if the same be lawfully demanded; **And yielding and paying** therefore Yearly and every Year, during the last 69 Years of the Time hereby leased, unto such Person or Persons to whom the immediate Reversion of the said Premises shall appertain, the yearly Rent or Sum of 8 *l.* of, &c. on the four most usual Feast-Days, &c. **And, &c.** (*Covenant to pay the Rent*). **And** that he the said *J. E.* his Executors, Administrators and Assigns, or some of them, shall and will at his, their or some of their own proper Costs and Charges, on or before, &c. well and sufficiently tile and finish the said intended Messuages or Tenements, ^{Houses.} and from thenceforth at his and their like Costs and Charges well and sufficiently repair, uphold, support, sustain, maintain, amend and keep the said intended Messuages, Tenements or Buildings, and that from Time to Time, and at all Times during the said Term, when, where and so often as Need or Occasion shall be or require; **And also** shall and will, at his and their, or some of their own proper Costs and Charges, well and sufficiently pave, purge, scour, cleanse, glase, empty, amend and keep all and singular the Pavements, Gutters, Sinks, Seidges, Widraughts, Glase and glased Windows whatsoever, which now or hereafter shall belong to or be used with the said Brick Messuages, Tenements and Premises, from Time to Time, and all Times during the same Term, when, where and so often as Need or Occasion shall be or require; **And** the said Brick Messuages, or Tenements and Premises, so being well and sufficiently finished, repaired, upheld, supported, sustained, maintained, paved, purged, scoured, cleansed, glased, emptied, amended and kept, in the End of the said Term hereby let, or other sooner Determination of his present Lease, which shall first and next happen, peaceably and quietly shall and will leave, surrender, deliver and yield unto such Person or Persons to whom the Right of the Premises shall then belong. **And moreover**, that it shall and may be lawful as well to and for the said *R. W.* and *R. C.* their Executors, Administrators and Assigns, or any of them, as also to and for the Mayor, Bailiffs, Burgeesses and Commonalty of the Town of *Bedford*, and all others concerned with Workmen or others in their or any of their Companies, or without, twice or oftner in every Year yearly during the said Term hereby leased, at any seasonable Time in the Day-time to enter and come into and upon the said Messuages, or Tenements and Premises, and into every or any Part thereof, there to view, search and see the State and Condition of the Reparations thereof, and of all such Defects, Defaults, and Wants and Reparations thereof, and of all such Defects, Defaults, and Wants of Reparations and Amendments as shall be then and there found, to give or leave Notice or Warning thereof in Writing at the said Premises, unto or for the said *J. E.* his Executors, Administrators and Assigns, to repair and amend the same. **Provided always**, that if it shall happen the said yearly Rent or Sum of 8 *l.* or any Part thereof, shall be behind, &c. (*to re-enter, &c.*)

Covenant to
finish the
Houses.

To repair.

To deliver up
at the End of
the Term.

View by Les-
sors, &c.

A Building Lease of Houses within the Liberty of the City of London.

THIS Indenture, made, &c. **Between** *A.* of, &c. of the one Part, and *R. D.* of, &c. of the other Part, **Witnesseth**, that as well in Pursuance and Performance of a certain Memorandum or Agreement, bearing Date the 21st now last past, **As also** in Consideration of the great Costs and Charges which he the said *B.* hath been and will be at in the taking down the old Messuage, and all Buildings now standing on one of the Pieces or Parcels of Ground herein after demised, (which he is at Liberty to do, and to take

Considera-
tions.

take and convert to his own proper Use all the old Materials thereupon) and in the Erecting and Building two new Brick Messuages or Tenements upon the said Piece of Ground, and the other Piece of Ground herein after demised, in Pursuance of his Agreement for that Purpose contained in the before mentioned Memorandum or Agreement, in such Manner as therein and herein after is mentioned, as likewise in Consideration of the yearly Rent, Covenants, Conditions and Agreements herein after reserved, expressed and contained, by and on the Part and Behalf of the said *R. D.* his Executors, Administrators and Assigns, to be paid, done and performed, **He** the said *A.* **hath** demised, leased, set and to Farm letten, and by, *&c.* unto the said *R. D.* his Executors, Administrators and Assigns, **All** that the said Piece or Parcel of Ground whereon the said old Messuage, or Tenement and Buildings, now or late stood, situate, lying and being at the End of *Plough-Court*, alias *Plough-Yard*, in or near *Fetter-Lane*, alias *Fewter-Lane*, in the Parish of *St. Andrew Holbourn, London*, on the West Side of two new Messuages or Tenements there lately built by, and now belonging to the said *A.* and which adjoin to a Piece or Parcel of Ground unbuilt, (being the other Piece of Ground herein after demised) on the East Side thereof; and also all that the said other Piece or Parcel of Ground unbuilt, situate, lying and being in *Plough-Yard*, alias *Plough-Court* aforesaid, next adjoining to the said two new Houses there lately built by the said *A.* which said hereby demised two Pieces or Parcels of Ground adjoin to each other, and which with the Abuttals and Numbers of Feet on the West, North, East and South Sides thereof, are more particularly and exactly delineated and described in the Plan or Ground-Plat of the Premises, in the Margin hereof mentioned and set forth, **Together** with the two new Messuages or Tenements, and all other Erections and Buildings now erecting and building, or to be erected and built thereon, pursuant to the aforesaid Memorandum or Agreement, and the Covenant herein after contained for that Purpose; **And** all Vaults, Cellars, Arias, Ways, Passages, Drains, Waters, Water-courses, Lights, Easements, Profits, Commodities, Emoluments and Appurtenances whatsoever belonging, and which shall belong to the said hereby demised Premises, or any Part or Parcel thereof; **Except nevertheless, and always reserved** out of this present Demise, unto the said *A.* his Heirs and Assigns, and all other Persons Proprietors and Landlords of Houses in *Plough-Yard* aforesaid, the free Passage and Running of Water and Soil coming of and from the other Houses or Tenements in *Plough-Yard* aforesaid, in, by and through the Channels and Drains belonging to the said hereby demised Premises, as have or hath been formerly used; such other Persons, or their Tenants, upon reasonable Request, paying their Share and Proportion of the Charges of Cleansing and Repairing the said Channels and Drains as often as Need shall require); **To have and to hold** the said two Pieces or Parcels of Ground, two new Brick Messuages or Tenements, Erections and Buildings, and all and singular other the herein before mentioned and intended to be hereby demised Premises, with their and every of their Appurtenances, (except as before excepted) unto the said *R. D.* his, *&c.* from, *&c.* for, *&c.* **Yielding and paying** therefore for the first Year of the said Term, the Rent of one Pepper-Corn only, on the last Day of the same Year, (if the same shall be lawfully demanded); **And yielding and paying** therefore Yearly and every Year during the last 60 Years, Residue of the said Term of 61 Years, unto the said *A.* his Heirs and Assigns, the yearly Rent or Sum of 14 *l.* of lawful Money of *Great Britain*, at or upon the four most usual Feasts or Quarter-Days for Payment of Rent in the Year, *viz.* *&c.* by four even and equal Portions; the first of which Quarterly Payments is hereby agreed shall begin and be made upon, *&c.* **And** the said *R. D.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree, to and with the said *A.* his Heirs, Executors, Administrators and Assigns, and to and with every of them, by these Presents, in Manner as follows, *viz.* **That** he the said *R. D.* his Executors, Administrators or Assigns, shall and will forthwith, at his and their own proper Costs and Charges, wholly take down the said old Messuage, Tenement and Buildings, now or late standing upon Part of the said hereby demised Ground and Premises; **Which** he and they are at Liberty intirely to level and clear a Way, and convert all the old Materials thereupon to his and their own proper Use and Benefit, without being liable to render or give any Account for the same to the said *A.* his Heirs or Assigns; **And also** that he the said *R. D.* his Executors, Administrators or Assigns, shall and will at his and their like proper Costs and Charges, on or before the 24th Day of *June* now next ensuing, and which will be in the said Year of our Lord — in a good, substantial and workman-like Manner, erect, build, perfect and compleatly finish two good new Messuages or Tenements on the said hereby demised Pieces or Parcels of Ground, or some Part thereof; and shall and will build the same with and of good and well burnt Bricks, made according to the Statute in that Behalf lately passed and

Demise.
Parcels.

General
Words.

Exceptions.

Habendum.

Reddendum
a Pepper-
Corn for first
Year.

Reddendum
14 *l.* per Ann.
for the last
60 Years.

Lessee's Cove-
nants, *viz.*

To take down
the old Mes-
suage,

and to con-
vert the Ma-
terials to his
own Use.

To build two
new Brick
Messuages,
&c.

and provided, and Morter made with good Lime and Sand well mixed, without any Earth or Loam, (saving that the Rubbish of the old Walls may be used therein, being well mixed with a proper Quantity of new Lime); the Height of Stories, Thickness of Walls, and Scantlings of Timber, to be such as are directed and appointed according to the said late Act of Parliament, and in such Manner as new Houses are now used and built in the City of London; And that the said two new Houses shall be built in Front next the said Court or Yard, to range with the said two new Messuages there now built by the said A. And that as to the uppermost of the said two Houses so to be built, the same shall not exceed, extend or be above three Feet forward in Building than the other Houses there adjoining on the West Side, and lately purchased by Mr. W. And further also, &c. (Covenant to pay the Rent, &c. Usual Covenants.) In Witness, &c.

To range,
&c. and not
to exceed a-
bove three
Feet, &c.

One of the Duke of B.'s Leases as to Building.

THIS Indenture, &c. Between the most Noble W. Duke and Earl of B. Marquis of T. Lord R. Baron R. of T. and Baron H. of S. of the one Part, and E. E. of, &c. of the other Part. **Whereas** there are two Houses lately fallen down and now in Ruins in H. Street in the Parish of — and other adjacent Houses are by their fall so greatly damaged and impaired, that it is feared they likewise soon will fall into the same unhappy Condition, if not timely prevented, one of which said Houses contain in Front twenty-one Feet and six Inches of Assise, more or less, which now is in a shattered and ruinous Condition, occasioned by the fall of the said two other Houses, whereof one was thereunto next adjoining, (Parcel of the Estate and Hereditaments in the said Parish of, &c. of his Grace the said Duke of B.) late was in the Tenure or Occupation of him the said E. E. by Virtue of an Agreement by him made with H. S. Esq; Commissioner and Agent for his Grace the said Duke of B. for and on the Behalf of the most Noble W. late Duke of D. (then Guardian and Trustee to his Grace the said Duke of B. in his Minority) and on Behalf also of the said Duke of B. bearing Date the 21st Day of February in the Year, &c. for the Term of seven Years, commencing upon Michaelmas Day then next ensuing, at and under the yearly Rent of 60 l. and other the Reservations, Covenants and Conditions therein expressed and contained: **In Consideration** of which Agreement the said E. E. laid out a considerable Sum of Money in and about the Repairs and Improvement of the Premises, which with the Imbezilment of his Goods, and great Damage and Loss of his Furniture and Moveables, in the sudden and hasty Removal of the same, is altogether lost to him: **Now this Indenture witnesseth**, that as well for and in Consideration of the Costs and Charges the said E. E. will be at in taking down the old Buildings, now standing on the Piece or Parcel of Ground hereby after demised, (which he is at Liberty to do and to take, and convert to his own proper Use all the old Materials thereupon), and in Erecting and Building a new Messuage or Tenement thereupon, in Manner herein after mentioned; **Also** in Consideration of the Surrender and Yielding up into the Hands of his Grace the above named Duke of B. the said in Part recited Agreement, on which there is a Term of four Years from Michaelmas next ensuing the Date hereof yet to come and unexpired of him the said E. E. of and in the same; **As also** of the yearly Rent, Covenants, Conditions and Agreements herein and hereby after reserved, expressed and contained, by and on the Part and Behalf of the said E. E. his Heirs, Executors, Administrators and Assigns, to be paid, observed and performed, **The said W. Duke of B. hath** demised, leased, set and to Farm let, and by, &c. **He** the said Duke of B. **Doth**, &c. unto the said E. E. his Executors, Administrators and Assigns, **All** that Piece or Parcel of Ground whereupon the aforesaid ruinous Messuage, Tenement or Dwelling-house yet stands, late in the Tenure or Occupation of the said E. E. next adjoining to the House or Ground towards the East, now agreed to be let unto J. J. of the said Parish of — Bricklayer, and towards the West adjoining to and abutting upon the House or Ground now proposed to be let unto, and in the Tenure or Occupation of J. S. Mercer, situate and being on the South Side of H. Street in the said Parish of — (which said Premises are more particularly and exactly delineated and described in the Plan or Ground-Plot of the Premises in the Margin hereof), together with the new Messuage or Tenement to be erected and built thereon, pursuant to the Covenant for that Purpose herein after contained; **And** all Vaults, Areas, Lights, Ways, Drains, Water-courses, Profits, Commodities and Appurtenances whatsoever belonging, and which shall belong to the said E. E. (except nevertheless and always reserved out of this present Demise, the free Passage and Running of Water and Soil coming out of and from the other Houses or Tenements of the said Duke of B. and his other Tenants in the said Parish of — in, by and through the Channels and Drains be-
PART II. VOL. II. J f f longing

longing to the said demised Premises, as have been formerly used; such other Tenants, upon reasonable Request, paying their Share and Proportion of the Charges of Cleansing and Repairing the same, as often as Need shall require); **To have and to hold** the said Piece or Parcel of Ground, or Tenement and Premises hereby demised, or mentioned and intended so to be, with their and every of their Appurtenances, (**Except** before excepted unto the said *E. E.* his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of 61 Years from thence next ensuing, and fully to be complete and ended; **yielding and paying** therefore for the first Year of the said Term, the Rent of one Pepper-Corn only on the last Day of the same Year, if the same shall be lawfully demanded); **And yielding and paying** yearly and every Year during the 60 Years Residue of the said Term of 61 Years, at or in the Steward's Office, in or near the Capital Dwelling or Mansion House of the said Duke of *B.* situate, &c. and commonly now called, &c. the yearly Rent or Sum of 20 *l.* of, &c. (being the best and most yearly Rent that could now be got for the same) at or upon the four most usual Feasts, &c. **And** the said *E. E.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *W. D. of B.* his Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, in Manner and Form following, that is to say, That he the said *E. E.* his Heirs, Executors, Administrators or Assigns, shall and will within the Space of twelve Months next after the Commencement of the said Term herein before and hereby granted, at his and their own proper Costs and Charges, wholly take down the old Buildings now standing in the said Piece or Parcel of Ground hereby demised, which he and they are at Liberty intirely to level and clear away, and convert all the old Materials thereupon to his and their own proper Use, **And** in a good, substantial and workman-like Manner erect and build, perfect and finish a new Messuage or Tenement on the said Piece or Parcel of Ground, even in Front with the other Houses or Tenements of the said Duke of *B.* next adjoining, and shall and will build the same with and of good and well burnt Bricks, made according to the Statute in that Behalf lately passed and provided, and Morter made with good Lime and Sand well mixed, without any Earth or Loam, (saving that the Rubbish of the old Walls may be used therein, being well mixed with a proper Quantity of new Lime), the Height of Stories, Thickness of Walls and Scantlings of Timber, to be such as are directed and appointed for the best and second Rate Buildings, in and by the Act of Parliament for Rebuilding the City of *London*, or more, such new Messuage or Tenement to contain nine Ground Squares upon the Flat, or more; and to contain in Front 24 Feet of Assise, and no more, and in Depth from North to South 86 Feet of Assise, or thereabouts; **And also** (*Covenant to pay the Rent*); **And likewise** that he the said *E. E.* his Executors, Administrators or Assigns, shall and will from Time to Time during the Term of this present Demise, bear, pay and discharge all Rates, Duties and Assessments to the Church, Parish and Poor, Sewers, Trophy Money, Taxes on Windows or Lights, and finding and bearing Arms to the Militia; **And** shall and will also bear, pay and discharge all such Rates and Assessments, for or towards the Maintenance of the Rector and his Curate, or Assistant, and other Church Officers of the said Parish of — as shall during the Term of this present Demise be assessed by the Churchwardens of the same Parish for the Time Being, or any two of them, upon the said demised Premises, or the Inhabitant or Inhabitants thereof for that Purpose; **And** all other Taxes, Rates, Duties and Assessments imposed or charged, and which shall be imposed or charged on the said demised Premises, or any Part thereof; **Yet nevertheless** he and they to be allowed the Land Tax charged upon Lands by Authority of Parliament, Yearly and every Year during the last 60 Years of the said Term of 61 Years, on his or their producing a Receipt or Receipts for the same, as usual, in Part of Payment of the said reserved Rent of 20 *l.* *per Ann.* for so much as shall be taxed and charged by Act of Parliament for the Landlord for the Time Being to pay, for or in Proportion to the same reserved yearly Rent. **And furthermore**, that he the said *E. E.* his Heirs, Executors, Administrators or Assigns, shall and will (from and after such Time as the said new Messuage or Tenement shall be erected and built as aforesaid) from Time to Time, and at all Times during the Continuance of the Term of this present Demise, at his and their own proper Costs and Charges, when and as often as Need shall require, well and sufficiently repair, uphold, support, maintain, amend, pave, scour, cleanse, empty and keep the same new Messuage or Tenement, and all other Buildings and Erections which during the Term hereby granted shall be erected and built on the said demised Piece or Parcel of Ground and Premises, and all the Walls, Posts, Pales, Rails, Fences, Pavements, Grates, Sinks, Drains and Houses of Office thereto belonging, and which shall belong to the same, in, by and with all Manner of

Covenant to
take down
the old Build-
ings,

and build new
ones.

Rent.

Taxes.

Parson.

All other
Taxes.

King's Tax.

To repair,

of needful and necessary Reparations, Cleansings and Amendments whatsoever; **And also** shall and will, together with the other Tenants or Lessees of the said Parcel of new Buildings on the South Side of the said Street, contribute his and their Part, Share and Proportion of the Expence and Charge of sinking and building a new Common Sewer, of sufficient Depth to drain the Cellars and Vaults of the said new Houses, pursuant and according to the Covenant for that Purpose by him made for Rebuilding the Premises as aforesaid; and from and after such Time as the said new common Sewer shall be sunk and built as aforesaid, shall and will from Time to Time, during the said Term, bear, pay and allow a reasonable Share and Proportion for or towards the Making, Supporting, Repairing and Amending of all Party Walls, Party Gutters, common Sewers and Drains, belonging and which shall belong to the said demised Premises, or any Part thereof, when and as often as Need or Occasion shall be or require: **And** the said Messuage, or Tenement and Premises, and every Part thereof, with the Appurtenances, so being well and sufficiently repaired, &c. shall and will at the End, Expiration, or other sooner Determination of the said Term, peaceably and quietly leave, surrender and yield up unto the said Duke of B. or the Person or Persons who for the Time Being shall be intitled to the Reversion or Remainder of the Premises expectant on the Determination of the said Term. **And moreover**, (to view, &c.) And that he the said E. E. his Heirs, Executors, Administrators or Assigns, shall and will upon Demand repay unto the said Duke of B. or the Person or Persons so to be intitled in Reversion or Remainder as aforesaid, all and every such Sum and Sums of Money as he or they shall have expended and paid in, for or about the same. **And further**, that he the said E. E. his Executors, Administrators or Assigns, or any of them, shall not or will, at any Time during the Continuance of this present Demise, do, or wittingly or willingly suffer any Act, Matter or Thing to be done in or upon the said demised Premises, or any Part thereof, that shall or may be or grow to the Annoyance, Grievance, Damage or Disturbance of the said now Duke of B. his Heirs or Assigns, or the Person or Persons so to be intitled in Reversion or Remainder as aforesaid, or his or their other Tenants in the said respective Parish of, &c. aforesaid. **Provided always nevertheless**, that if the said yearly Rent or Sum of 20 l. shall happen to be behind, &c. or unpaid in Part or in all by the Space of 14 Days next after any of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid; or in Case the said E. E. his Executors, Administrators or Assigns, shall permit or suffer any Person or Persons to inhabit or dwell in the said demised Premises, or any Part thereof, who shall use or follow the Trade of a Brewer, Baker, Butcher, Vintner, Victualler, Poulterer, Fishmonger, Cheesemonger, Soapboiler, Distiller, Dyer, Brasier, Pewterer, Smith, Farrier, Tallowchandler or Pipemaker, without the Licence of the said Duke of B. or the Person or Persons so to be intitled in Reversion or Remainder as aforesaid, or if his or their Steward, or other Agents for the Time being, under his or their Hand and Seal first had and obtained in Writing for that Purpose; then and from thenceforth, in any of the said Cases, it shall and may be lawful to and for the said Duke of B. and the Person or Persons so to be intitled in Reversion or Remainder as aforesaid, into and upon the said hereby demised Premises, or any Part thereof, in the Name of the Whole to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former Estate and Right; this Indenture, or any Thing therein before contained to the contrary thereof, in any wise notwithstanding. **And** the said W. Duke of B. doth for himself, his Heirs, Executors, Administrators and Assigns, covenant, &c. (For peaceable Enjoyment). **In Witness**, &c.

and contribute
towards Com-
mon Sewers.

Re-entry on
Non-pay-
ment, or per-
mit particular
Trades.

Covenant to build four Houses, and a Wharf or Docks.

AND that he the said A. his Executors, Administrators or Assigns, shall and will before the Feast-Day of the Nativity of St. John the Baptist, which shall be in the Year of our Lord — at his and their own proper Costs and Charges erect, new build and set up upon the Foundations, as they are now laid, four good and substantial Brick Messuages or Tenements, according to the Rate of third Rate Buildings, appointed by Act of Parliament for Building of London; **And also** shall and will, at his and their like Costs and Charges, before, &c. make one good and sufficient Dock, in and upon that Part of the Premises which is now digged up for the same Purpose, or else shall and will on or before, &c. fill up the said Place so digged up for a Dock, and in the Room thereof make one good and sufficient Wharf all along the said Premises: **And** if the said Wharf or Dock shall not be made in Manner as aforesaid, or if the Reparations of the above demised Premises, with the Appurtenances, from Time to Time, within the Space of three Months

Months next after every or any Notice or Warning shall be given or left in Writing as aforesaid, shall not be well and sufficiently repaired, made and done according to the true Intent and Meaning of the Covenants aforesaid; that then and from thenceforth and at all Times afterwards in any or either of the said Cases it shall, &c.

Leases to Farmers.

THIS Indenture made, &c. **Between,** &c. **Witnesseth,** that the said Sir *W. G.* in Consideration of the Rents herein after reserved, **hath** demised, betaken and to Farm letten, and hereby doth demise, betake and to Farm let, to the said *C. H.* **All** that his Close or Parcel of arable Land called the *Bell-Close*, and all other his Lands and Parcels, or Pieces of arable Meadow and Pasture Ground which now are or late were in the Possession or Occupation of *J. M.* (as Under-Tenant to the said Sir *W. G.* or his Assigns, lying and being in the common Fields of *B.* in the said County of *O.* containing in the whole by Estimation two Yard-Lands or thereabouts, with all Hays, Lays, Ridges, Lots of Ground and Grass, free Boards, Drifts, Ways, Easements, Profits, Rights, Members and Appurtenances thereof, or to any the Premises belonging or appertaining, (*Except* the Bodies of all Trees, Bushes and Thorns growing or to grow on the Premises, and the Crops of Corn also thereon growing at the Time of Harvest next ensuing the Date hereof, and the Liberty of seasonable cutting down and carrying the same away to the said Sir *W. G.* his Heirs and Assigns, reserved); **To have and to hold** to the said *C. H.* his, &c. from, &c. for and during the Term of, &c. **yielding** therefore and paying, during the first 5 Years of the said Term, the Rent of 15*l.* of lawful Money, and during the Residue of the same Term the Rent of 17*l.* of like Money on the Feast-Days of St. *Michael* the Archangel, and the Annunciation of the blessed Virgin *Mary*, by equal Portions yearly to be paid; **And also yielding** and paying on the same Days by like, the further Rent or Sum of 5*l.* of like Money for every Acre (and so rateably for every lesser Quantity of the Premises not now used in Tillage, which shall be plowed, broken up or converted from Pasture, from and after the plowing or breaking up thereof, yearly, during the Remainder of the said Term; **And also yielding,** doing and performing every Year during the said Term, and timely Notice thereof, one Day's Service and Work with one Cart and Team sufficiently manned in and for carrying of Stones and Gravel into the Lane leading from *B.* to *W. Green*, towards mending of the Highways there: **Provided** always that if the said yearly Rents, &c. shall be in arrear, &c. or if the said *C. H.* his Executors or Administrators shall assign or charge with Debt all or any his Estate or Interest in the Premises or any Part thereof, to any Person or Persons, without Licence of the said Sir *W. G.* his Heirs or Assigns, under his or their Hands or Seals, then and from thenceforth the said Sir *W. G.* his Heirs and Assigns, may and lawfully shall into the Premises re-enter as in his and their former Estate or Right (these Presents notwithstanding). **And** the said *C. H.* doth hereby for himself, &c. covenant, &c. that he the said *C. H.* his, &c. during, &c. shall, &c. pay, &c. to the said Sir *W. G.* his Heirs and Assigns, the said several yearly Rents and Day's Works aforesaid, as the same shall respectively grow due to be paid and done accordingly, to the Reservation aforesaid, **And** bear and pay all Rates, Taxes and Payments charged payable or chargeable on or out of the Premises to or for the Church, Constable and Poor of *B.* aforesaid, in Acquittal and Discharge of the said Sir *W. G.* &c. of the said leased Premises, and in an husbandlike Manner well and sufficiently manure, dung Trees, soil and keep in good Heart for bearing of Corn, all the arable Lands hereby demised, and spend, spread and bestow upon all the demised Premises (and not elsewhere) all the Dung, Straw, Hay and Compost arising, or to be cut or made in, by or out of the same Premises; **And** shall he or they, during this present Demise, cross, crop or alter the Grain which shall be yearly sowed on the Premises, but shall sow the same Corn and Grain from Year to Year, according to the due Course of Husbandry therewith in *B.* aforesaid, and all the same Premises well and sufficiently trenched, sowed, soiled and manured and in good Heart being, shall and will, at the Determination of the said Term, peaceably yield up into the Hands and Possession of the said Sir *W. G.* his Heirs and Assigns. **And** the said Sir *W. G.* doth for himself, &c. covenant, &c. to and with the said *C. H.* his, &c. that he the said *C. H.* his, &c. may and lawfully shall (under the Rents, Conditions and Agreements aforesaid) hold and enjoy the said leased Premises with the Appurtenances (except as aforesaid) discharged of all Taxes and Charges (other than as aforesaid) without the Denial, Eviction or Interruption of him the said Sir *W. G.* his Heirs or Assigns, or of any other Persons lawfully claiming by him, or in Trust for him or his Heirs, during

Demise.

Parcels.

Exception of
Trees, &c.

Habendum.

Reddendum
of Money.

Reddendum
for Plowing.

Reddendum of
Service.

Proviso, that
if the Rents
and Services
be not paid,
or the Lessee
assign, the
Lessor may
enter.

Covenant to
pay Rent.

To pay
Taxes.

To dung the
Land.

Not to alter
the Grain
contrary to
Custom; to
leave the
Land in good
Heart.

For quiet En-
joyment.

ring the Term of Years hereby granted, and from and after the End of the said Term shall have free Liberty to plow and sow what arable Lands hereby demised shall lie according to the Usage within B. aforesaid, to be then sowed, **And** to weed and fence all the Corn growing in the Fields at that Season; and also shall and lawfully may, at the next Corn-harvest after the said Term, Take and carry away to his and their own Use all the Crops of Corn and Grain then on the Premises sowed, according to the Course of Husbandry therewith, the Profits therewith usually going; **So as and upon Condition** that all Rents herein before reserved, and Arrears thereof, be within 21 Days next after the End of the said Term, fully satisfied and paid to the said Sir W. G. his Heirs or Assigns (and not otherwise). **In Witness, &c.**

Liberty to
plow and car-
ry away the
Corn at the
Harvest after
the End of
the Term,
so as the
Rents be paid.

A West Country Lease for 99 Years, determinable on 3 Lives, with Varieties of Reservations, Provisoes and Covenants, very useful Precedents for such Estate.

THIS Indenture made, &c. Between G. P. of, &c. Esq; of the one Part, and S. A. the younger of, &c. of the other Part, **Witnesseth**, that the said G. P. as well for and in Consideration of the Sum of 36*l.* 9*s.* 6*d.* of, &c. to him in Hand, &c. as also in Consideration of the Rent, &c. herein after likewise mentioned on the Part and Behalf of the said S. A. his Executors, Administrators and Assigns, to be paid, performed and kept, **Doth** demised, leased and to Farm letten, and in and by these Presents he the said G. P. **Doth**, &c. unto the said S. A. his Executors and Administrators, **All** that Messuage or Tenement with the Appurtenances, sometime heretofore called or known by the Name of *W. House*, and of late *R. D. House*, together with one little Piece of Ground called *Dog-lane*, and the Herb Garden lying, adjoining and belonging thereunto; all which said Premises are situate, &c. and now are in the Tenure or Possession of the said S. A. his Assignee or Assignees; (**Except** and always reserved out of this present Demise unto the said G. P. his Heirs and Assigns, **All** Quarries and Mines whatsoever, **And all** Sorts of Trees whatsoever of Oak, Ash and Elm, and Saplings likely to be Timber-Trees, now growing and hereafter to be growing in and upon the said Premises or any Part or Parcel thereof, **With free Liberty** of Ingress, Egress and Regress to and for the said G. P. his Heirs and Assigns, and for his and their Servants, Labourers and Workmen, and for such other Person and Persons as shall be by the said G. P. his Heirs and Assigns lawfully authorized for that Purpose, to dig, draw Stone Mines, fell, root, hew, divide and to lay, place, and to work up, lay and carry away the same with all Manner of Carriages, at all or any Time and Times whatsoever, during the Term herein after mentioned; **And also excepted and always reserved**, now and at all Times hereafter, during the Term herein after mentioned, unto the said G. P. his Heirs and Assigns, **All** and all Manner of Game, Wildfowl and Fish of what Nature or Kind soever, that now is and at any Time hereafter shall or may happen to be on the said demised Premises, or any Part thereof; as also the intire Privilege, full, free and sole Liberty and Power of Hunting, Coursing, Fowling and Fishing in and upon the said Premises, at his and their several and respective Wills and Pleasures; **And** to that End and Purpose **It is hereby declared** and agreed, that it shall and may be lawful to and for him the said G. P. his Heirs and Assigns respectively, from Time to Time, and at all Times, during the Term herein after mentioned, and to and for his and their Respective Companions and Servants, accompanying or attending on the said G. P. his Heirs or Assigns, at such Sports, with Dogs and Horses to enter into the said Premises or into any Part of them, in order to hunt, course, fowl and fish, and the Game, Fowl, and Fish so there to be killed or taken, to carry away and have to the only Use of the said G. P. his Heirs and Assigns respectively; **Provided** that he the said G. P. his Heirs and Assigns, and his and their Companions, Servants, Horses and Dogs do no more Damage or Hurt to the said Premises than what necessarily happens in the following such Game); **To have and to hold** the said Messuage, Tenement, and all and singular other the demised Premises with the Appurtenances (except before excepted) unto the said S. A. his Executors and Administrators, from, &c. for and during the full Time and Term of — Years from henceforth next ensuing, and fully to be compleat and ended, if and so be that he the said S. A. G. A. his Brother and — or any or either of them shall so long happen to live; **Yielding and paying** therefore yearly and every Year, during the said Term, unto the said G. P. his Heirs and Assigns, the Rent of 4*l.* of, &c. (freed, cleared and discharged of and from and without any Deduction, Defalcation or Allowance of or for any Assessments, Rates and Taxes whatsoever) at, &c. **And also yielding and paying** unto the said G. P. his Heirs and Assigns, immediately upon and after the Death and Decease of every and either of them the said S. A. G. A. and — the Sum of 5*l.* of, &c. for and in the Name of

Considera-
tions.

Demise.
Parcels.

Exceptions.

Game;

Leave to fol-
low it and use
the same.

Damage.

Habendum.

Reddendum.

Rent.

Heriot.

If not paid. an Herriot or Farlieu: **Provided always**, that living the said *S. A.* no such Herriot or Farlieu shall be paid upon and after the Death of the said *G. A.* and — or either of them, or living the said *G. A.* no such Herriot or Farlieu shall be paid upon and after the Death of the said — then, &c. **And** the said *S. A.* doth for himself his, &c. covenant, &c. that he the said *S. A.* his, &c. shall and will well and truly pay, &c. or cause to be satisfied and paid unto the said *G. P.* his Heirs and Assigns, the said yearly Rent of 4 *l.* hereby reserved as aforesaid, in such Manner and at such Time and Times as the same shall herein and hereby respectively become due and payable to the said *G. P.* his Heirs and Assigns as aforesaid; **And also** the said *S. A.* for himself his Executors, Administrators and Assigns, doth further covenant, &c. to and with the said *G. P.* his, &c. by, &c. in Manner, &c. that he the said *S. A.* his, &c. to shall and will sustain, uphold, repair and in good Repair keep, and sufficiently maintain and keep up all and singular the said demised Premises in Houses, Walls, Coverings, Windows, Doors, Hedges, Ditches, Bars, Stiles, Gates, Posts and Fences, and in all other needful and necessary Reparations from Time to Time and at all Times hereafter, when and as often as need shall be and require, by and at the only and proper Costs and Charges of the said *S. A.* his Executors Administrators and Assigns, during the said Term hereby granted; **And** the same, and every Part and Parcel thereof, well and sufficiently repaired and kept up in every Respect, at and in the End of the said Term, the same Premises in like good Repair shall and will quietly and peaceably leave and yield up, and also the Indenture of Lease, into the Hands and Possession of the said *G. P.* his Heirs or Assigns; **And** for and towards the said Reparations the said *S. A.* his Executors, Administrators and Assigns, shall accept, take and have such Timber growing on the said Premises, as the said *G. P.* his Heirs or Assigns, or his or their Officer for the Time being, shall only deliver or allow for the same, making no Waste or Spoil thereof; **And also** shall and will do and perform all such Suits and Services from Time to Time, yearly, unto all and every the Court and Courts of the said *G. P.* his Heirs and Assigns, to be holden and kept within and for his Manor of *N. M.* as other the Tenants of the said Manor thereto have been accustomed, or ought to do and perform, upon reasonable Warning, during the said Term; **And also** shall and will grind and do suit with all his and their and every of their Corn, Grist, Grain and Malt, to the Mills of the said *G. P.* his Heirs and Assigns, commonly called or known by the Name of *F. Mills* during the said Term hereby granted; **And also** upon Warning shall and will do and perform by an able Workman, one Day's Work yearly, to help cleanse and repair the Head, Wear and Leet of the said Mills during the said Term; **And also** shall and will do and perform the Office of a Reeve within the said Manor of *N. M.* when and so often as thereunto elected and chosen by the Steward and Homage of the said Manor, during the said Term; **And also** upon Warning shall and will do and perform, by an able Workman, one Harvest Day's Work yearly, within the Parishes of *N. M.* and *T.* or one of them, during the said Term; **And also** shall and will keep a Dog from Time to Time yearly, for the said *G. P.* his Heirs and Assigns, during the said Term: **Provided always nevertheless**, and it is hereby declared and agreed between the Parties hereunto to be the true Intent and Meaning of them and of these Presents, that if the said yearly Rent of 4 *l.* or any Part thereof, shall happen to be behind, &c. by the Space of 10 Days next after the same shall respectively become due and payable as aforesaid (being lawfully demanded, and not paid) and no sufficient Distress or Distresses in or upon the said demised Premises can or may be had or found or lawfully come by, whereby the said Rent so being behind, together with the Arrears thereof and Charges (if any be) can or may be levied and paid; **And** if the said *S. A.* his Executors or Administrators, or other the Owner or Occupier of the said demised Premises, by Virtue of or under these Presents do, or shall at any Time or Times within the said Term, assign and set over his or their Estate and Interest hereby granted in the said Premises, or any Part or Parcel thereof, to any Person or Persons whatsoever; **And** shall and do set or let the same or any Part thereof to any Person or Persons whatsoever, otherwise than from Year to Year, and that but for one Year, and at Pasture only, and not to Tillage, at any Time without the Licence in Writing under the Hand and Seal of the said *G. P.* his Heirs or Assigns, in either of the said Cases, first had and obtained, and that for no longer Time or otherwise than in such Licence shall be expressed; and so as a Copy of such Assignment set or let, be within 28 Days next after the making thereof attested to be a true Copy of the same, by two or more Witnesses, delivered unto the said *G. P.* his Heirs or Assigns, or unto his or their Steward of the said Manor for the Time being; **And** if the said *S. A.* his Executors or Administrators, or any other Tenant or Occupier of the said demised Premises, or of any Part thereof, shall or do, during the said Term, commit or suffer any ill Husbandry, Waste, Spoil, or Destruction, in or upon the said Premises, or any Part of the same; **And** permit

Covenant to pay Rent,

and repair,

and yield up, &c.

May take Timber to repair.

Perform Services.

And grind Corn at his Mills.

Wear.

Reeve.

Harvest Work.

Dog.

Proviso, that for want of sufficient Distress, or if Premises be assigned or let, &c. or permit Premises to be ruinous;

permit or suffer the said Premises, or any Part thereof, to be ruinous or in Decay to the Value of 10s. and shall not within two Months next after Notice and Warning thereof, and for that Purpose, unto him or them or unto the Tenant or Occupier of the said demised Premises, or of the greatest Part thereof for the Time being, or by some other Agent thereunto appointed, well and sufficiently amend and repair the same, or tender and pay unto the said G. P. his Heirs or Assigns, sufficient Amends and Recompence for the same; **And** if the said S. A. does not appear, or his Executors, Administrators or Assigns do not cause the said G. A. and — or one of them, to appear at the next Court to be holden for the said Manor of N. M. within one Year next after every Notice and Warning thereof, and for that Purpose, unto him or them, or unto the Tenant or Occupier of the said demised Premises, or of the greatest Part thereof for the Time being, given as aforesaid, during the said Term; **And** if it be not then made appear by good and sufficient Proofs upon Oath, that the said S. A. G. A. and — are or that one is living; and which of them is living, and the Place or Places of his, her or their Abode and Residence declared and made known unto the said G. P. his Heirs or Assigns, or unto his or their Steward of the same Manor for the Time being; **And** if the said S. A. his Executors, Administrators or Assigns, do or shall at any Time within the said Term remove, convey or carry away any Soil, Dung, Compost or Earth, out of or from the said Premises, and not improve or manure the said demised Premises therewith; **And** if the said S. A. his Executors, Administrators or Assigns, any or either of them, shall and do at any Time or Times hereafter, during the Term aforesaid, commit or wittingly or willingly suffer to be committed, omit or suffer to be omitted, any Act or Acts, Thing or Things whatsoever, which shall or may be prejudicial or hurtful to the Estate of Inheritance of the said G. P. his Heirs and Assigns, or whereby the Inheritance of the said Premises, or any Part or Parcel thereof, shall or may be discontinued or evicted from the said G. P. his Heirs or Assigns, or any Thing else that is or may be any wise contrary or not agreeable to what is contained in these Presents, on the Part and Behalf of the said S. A. his Executors, Administrators and Assigns, to be done, paid and performed; **That then** and from thenceforth, for all, any or either of the said Causes, it shall and may be lawful to and for the said G. P. his Heirs and Assigns, or either of them, into and upon the said demised Premises, or any Part thereof, to re-enter, and the same, and every Part and Parcel thereof, to have again, repossess and enjoy, as in his first and former Estate; these Presents, or any Clause, Article or Thing herein contained to the contrary thereof, in any wise notwithstanding. **And** the said G. P. doth for himself, his Heirs and Assigns, covenant and agree to and with the said S. A. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say) That he the said S. A. his Executors, Administrators and Assigns, by and under his and their due Payment, Observance and Performance of all the Rents, Suits, Services, Restrictions, Covenants, Conditions, Provisoes and Agreements, in these Presents contained, on his and their Parts and Behalves to be made, kept and performed, shall and may from henceforth, during the said Term, quietly and peaceably have, hold, &c. **In Witness, &c.**

or does not appear at the next Court,

and that S. A. is living;

or removes Soil,

or permits any Thing prejudicial to the Estate,

Lesser may re enter.

Peaceable Enjoyment.

A Demise for three Lives of a Moiety of an Estate in D. also a Demise of a third Part of another Estate for several Reversionary Lives, under several Rents and Heriots, upon Deaths, &c. Drawn by Serjeant B.

THIS Indenture, &c. Between H. S. of, &c. Esq; of the one Part, and J. B. Serjeant at Law, of the other Part, **Witnesseth**, that the said H. S. (for and in Consideration of the Sum of 300 l. of, &c. unto him in Hand paid by the said J. B. the Receipt whereof is hereby acknowledged) **hath** demised and granted, and by these Presents **Doth** demise and grant unto the said J. B. his Executors, Administrators and Assigns, **One** undivided Moiety or Halfendial, of all that Messuage and Tenement, with the Appurtenances, called or commonly known by the Name of L. C. situate within the Parish, and Parcel of the Manor of S. in the said County of D. **And** the Moiety of all Houses, Outhouses, Edifices, Buildings, Lands, Meadows, Pastures and Hereditaments thereunto belonging, or therewithall usually demised, held, occupied or enjoyed, or accepted, reputed, deemed, or taken to be Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Suits and Services thereof; (**Except** and always reserved out of this present Demise and Grant, all Timber Trees, and Trees likely to be Timber, now growing or hereafter to grow upon the Premises, or any Part thereof, with Liberty to fell, cut down and carry the same by the said H. S. and others the Lords of the Freehold and Inheritance of the Premises for the Time being);

One Demise

of the Moiety, &c.

Co

Habendum thereof. **To have and to hold** the said Premises herein before demised and granted, with their Appurtenances, unto the said *J. B.* his Executors, Administrators and Assigns, from the 29th Day of *September* now last past, for and during the Term of 99 Years thence next ensuing, and fully to be compleat and ended, if *E. B.* and *M. B.* (Daughters of the said *J. B.*) and *A. B.* (Son of said *J. B.*) or any or either of them shall so long live; **Yielding and paying** therefore yearly, during the said Term, the Rent of 1 *l.* 5 *s.* 3 *d.* by quarterly even and equal Payments; **And also** yielding and paying the Sum of 4 *l.* of, &c. upon the several Deaths of them the said *E. B.* *M. B.* and *A. B.* for and in the Name of an Heriot or Farlieu: **Provided** that living the said *E. B.* no such Heriot or Sum of Money shall be paid on the Deaths of the said *M. B.* and *A. B.* or of either of them, nor upon the Death of the said *A. B.* living the said *E. B.* and *M. B.* or either of them; **And** the said *H. S.* (for and in Consideration of the further Sum of 20 *l.* of like Money, unto him in Hand paid by the said *J. B.* the Receipt whereof is hereby acknowledged) **Doth** demised and granted, and by, &c. one undivided third Part (the whole into three equal Parts to be divided) of and in **All** those Messuages, Lands and Tenements, with their Appurtenances, commonly called or known by the several and respective Names of, &c.

Three Lives. Money Rent. **To have and to hold** the said third Part of the said Messuage and Tenement, called *L.* with the Appurtenances, unto the said *J. B.* his Executors, &c. for and during the Term of 99 Years, if the said *E. B.* shall so long happen to live; the said Term to commence and begin immediately from and after the Deaths of *W. F.* and the said *A. B.* **Yielding and paying** therefore yearly, during the said Term, the Sum of 5 *s.* 8 *d.* by four even and equal quarterly Payments; **And also yielding and paying** upon the Death of the said *E. B.* (she dying after the Commencement of the said Term) the Sum of 20 *s.* for and in the Name of an Heriot or Farlieu; **And to have and to hold** the said third Part of and in all that third Part of *G.* Tenement, late in the Tenure of the said *E. M.* deceased, with the Appurtenances, unto the said *J. B.* his Executors, Administrators or Assigns, for and during the Term of 99 Years, if the said *A. B.* shall so long happen to live; the same Term to commence and begin immediately from and after the Deaths of *M. M.* and *S. B.* (Son of the said *J. B.*); **Yielding and paying** therefore yearly, during the said Term, the Sum of 7 *l.* by four even and equal quarterly Payments; **And also yielding and paying**, upon the Death of the said *A. B.* (he dying after the Commencement of the same Term) the Sum of 20 *s.* for and in the Name of an Heriot or Farlieu, (*three other Habendums as to V. C. of B. S. for three several other Lives, commencing on Death of two other Lives now in Being, with Money, Rents and Heriots, as above*). **And** the said *J. B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *H. S.* his Heirs and Assigns, by these Presents, in Manner and Form following; (that is to say) That he and they shall and will well and truly pay, or cause to be paid the said several Rents and Heriots hereby reserved, when and as often as the same shall become due and payable; and shall do Suit and Service to the Courts of the several Manors of which the demised Premises respectively are Parcels, during the said Terms respectively hereby granted, and during the same Terms shall and will repair the Premises respectively, when and as often as Need shall require; **And** at the Ends of the said Terms shall and will leave and yield up the same, so well and sufficiently repaired, having and taking Timber on the Premises for such Repairs, if there to be found. **In Witness, &c.**

Heriots, how payable. **Leasee covenants, viz.** to pay Rents and Heriots, to do Suit and Service, to repair, &c.

Second Demise of a third Part of other Premises. **Second Habendum, the like as the first for another Life, being of G.'s Tenement.**

Power for Landlords to keep Courts on the Premises.

AND further, that the said *J. M.* &c. shall and will yearly and every Year, during the said Term of 21 Years, upon reasonable Warning given, do his and their Suit and Service of the Court or Courts to be held for and within the Manor of *P.* alias *P.* so often as the Court shall there be holden and kept, during the said Term, so as the same exceed not more than twice in every Year, and be there ordered as other Tenants of the said Manor are or ought to be, and shall and will peaceably and quietly permit and suffer the Lord of the Manor of whom the said Premises are or shall be holden, together with his Steward, Servants and Officers, to keep Court for the said Manor in the said Messuage or Tenement called little *H.* being the Manor-House, from Time to Time, and at all Times, as often as the said Lord, his Heirs or Assigns shall think fit, during the said Term; **And also** shall and will, at their own proper Costs and Charges, give and allow to the said Lord and his Steward, and his Assigns, when and as often as the Court shall be there kept, such reasonable Entertainment as hath been usually allowed and given by the said Farmers, Tenants, Occupiers of the said Messuage, Lands and Premises, as aforesaid, on such Occasion as aforesaid.

Not to lop or top Trees.

AND the said *J. M.* doth for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said *J. W.* his Heirs and Assigns, by these Presents, that he the said *J. M.* his Executors, Administrators and Assigns, shall not, nor will at any Time or Times, during the said Term hereby leased, lop, top, or fell any Trees growing upon the said Premises.

Not to fell any of the Coppices under three Years Growth.

AND also, that the said *J. M.* his Executors, Administrators and Assigns, shall not, nor will, at any Time, during the said Term of 21 Years, fell or cut, or cause to be felled or cut down all or any of the Coppices or Underwoods hereby leased, that shall be under the Growth of 12 Years, nor shall not nor will, during the four last Years of the said Term, cut, or cause to be cut or felled any of the said Coppices, but shall leave and yield up the same of the full Age or Growth of three Years at the least, at the End of the said Term hereby leased, keep and maintain the said Coppices and Wood Grounds well fenced in and inclosed, and keep all Manner of Cattle out of the same, that shall or may hurt or destroy any of the Wood-Grounds and Springs therein; and also if *J. M.* his Executors, Administrators or Assigns, shall put into, or willingly or wilfully suffer any Cattle whatsoever, to come or be in the said Coppices or Wood Grounds, in or during the three last Years of the said Term, or within — after the cutting or felling of any Coppice-Woods or Underwoods, except Calves or Colts of one Year old; then and in such Case, and also and so often he or they, for every Beast so being found trespassing or depasturing therein, shall and will forfeit and pay to the said *J. W.* his Heirs or Assigns, the Sum of 50s. of lawful Money.

Covenant to have 10 Acres of Premises sown with Clover for Benefit of Landlord.

AND that he the said *J. M.* his Heirs, Executors, Administrators or Assigns, shall and will leave, or cause to be left in good Order and husbandlike Manner, 10 Acres of the — Lands hereby leased, sown with Clover-grass, after the Rate of one Peck of Clover-seed upon an Acre, growing and to be growing upon the same Lands, or some Part thereof, at the End of the said Term, or other sooner Determination of this present Lease, to and for the only proper Use and Benefit of the said *J. W.* his Heirs and Assigns.

In four last Years of Term not to plow or sow above 40 Acres.

AND also, that he the said *J. M.* his Executors, Administrators or Assigns, shall not nor will, at any Time or Times, during the four last Years of the said Term of 21 Years hereby leased, plow or sow, or cause to be plowed or sowed with Wheat or other Corn or Grain above 40 Acres of the said leased Premises.

To dig Marl, &c.

AND also, that it shall and may be lawful to and for the said *J. M.* his Executors and Administrators, to dig Marl in, and use on the said leased Premises, to lay upon the said Premises only, and not elsewhere, and the said *J. M.* his Executors and Administrators, to dig Marl in and upon the said Premises in good husbandlike Manner.

Covenant not to plow any of the Meadow or Pasture, nor three crop any of the Arable under the Penalty of 5l. per Acre, &c.

AND further, that neither he the said *R. D.* his Executors, Administrators and Assigns, nor any of them, shall or will, at any Time or Times, during the Term hereby demised, plough, dig, break up, or by any other Ways or Means whatsoever, convert into Tillage all or any of the Meadow or Pasture Grounds hereby demised, or any Part or Parcel thereof, nor three crop all or any of the arable Lands hereby leased, or any Part thereof, (without Leave in Writing under the Hands and Seals of them the said *E.* and *A. T.* their Heirs, Guardians or Assigns, or some or one of them, first had and obtained

tained for that Purpose) under the Penalty of paying 5*l.* per Acre yearly for so doing, over and above the yearly Rent hereby reserved, (the same Increase of Rent to be paid upon the Days and Times herein before mentioned and appointed for Payment of the hereby reserved annual Rent) and so after that Rate proportionably for every greater or lesser Quantity than an Acre, by him or them so plowed, broke up, converted into Tillage or three cropped, as aforesaid, contrary to the true Intent and Meaning of these Presents.

That the Tenant shall inn the Corn, &c. on the Premises.

AND also, that the said R. D. his Executors, Administrators and Assigns, shall and will, from Time to Time, and at all Times, during the said Term hereby demised, inn, bestow, and lay all the Corn, Grain and Hay, which during the said Term shall arise, grow, renew, increase, or be in or upon the said leased Premises, within the Barns, or upon the Lands and Grounds hereby demised, or some Part thereof, and not elsewhere, or otherwise; (~~Other than and except~~ the Wheat Straw growing thereon, which he and they are at Liberty to fell and dispose of as he or they shall think fit.)

Dung to be used on the Premises.

AND also all the Dung, Soil and Compost, which shall arise or be made from the said Hay, Straw and Stover, shall and will, at all Times, during this Demise, in good and husbandlike Manner, lay, spread and bestow upon the said Premises, or some Part thereof, where most Need shall require, and not elsewhere, or otherwise; and also shall and will, at the End of the said Term hereby demised, leave upon the said demised Premises, or some Part thereof, all the Marl, Dung, Compost or Soil that shall be made in the last Year of the said Term, to and for the proper Use and Benefit of them the said E. T. and A. T. their Heirs and Assigns.

As to lopping Pollards, &c.

AND further, that he the said R. D. his Executors, Administrators or Assigns, nor any of them, shall or will, at any Time, during this Demise, lop, top, or cut any Tree or Trees growing upon the said Premises, (other than such as have been heretofore usually lopped, topped or cut, and which at the Time or Times of his or their Lopping, Topping or Cutting thereof, is or are not at or above the Age or Growth of 12 Years, and not otherwise); and also shall not at any Time, during the said Term, lop or top any such Trees, or fell or cut down any of the Underwood, Hedges or Hedgerows, which now, or during this Demise, shall be standing or growing upon the said Premises, at improper and unseasonable Times in the Year, or in any unhusbandlike Manner, nor shall or will at any Time, during the said Term, fell or cut down upon the said Premises, any Tellows, Wavers or Standels, likely to grow up to be Timber Trees.

A Reddendum to a Person for Life, and after to those in Remainder.

Melding and paying therefore yearly and every Year, during the said Term of 21 Years, at or in the Hall of the Mansion-House commonly called C. Hall in, &c. the yearly Rent or Sum of 7*l.* of, &c. unto the said D. and his Assigns, during the Life of the said D. and after his Decease, to such other Person and Persons, who for the Time being shall be intitled to the immediate Reversion or Remainder of the Premises hereby leased, expectant on the Determination of the said Term, at the four most usual Feasts, &c. the first of the said quarterly Payments, &c.

Covenant to repair Walls, plant Trees, &c.

AND after building of either and both of the said Walls, to plant Trees on his Garden Ground on the other Side of the said Walls, and to nail such Trees by him and them planted, and the Sprigs thereof, against the said Walls, for and during all the Residue of his said Term of 31 Years now to come therein, as he or they shall think fit; and that he or they, during the said four Years, shall pay no Rent for the said hereby leased Piece of Ground to the said C. S. her Heirs or Assigns, (other than and except the yearly Rent of 1*s.* for such Planting and Nailing, as an Acknowledgment that the said Walls are the Property of her the said C. S. her Heirs and Assigns,) and so as he or they keep such Walls on the Side of his Ground pointed and repaired, and so as the Trees planted and nailed, in
the

the last Year of the said Term, be left in such Manner as herein after mentioned, touching the same; and that he the said *J. W.* his Executors or Assigns, shall and will, during the Residue of his said Term, pay to the said *C. S.* her Heirs or Assigns, the said yearly Rent of 1 s. for his nailing against the said Walls, as an Acknowledgment for the same, as aforesaid; and also that he or they shall not, in the last Year of his said Term, do any Damage to the said Trees, so by him or them planted, nor draw any Nails from the same; and also that he and they shall and will, at his and their own Charge, keep the said Walls, in the whole Length thereof on his Side of the same, pointed and repaired, during all the Residue of his said Term of 31 Years, and shall so leave and surrender up the same at the End of the same Term, together with all such Trees as shall be by him or them planted and nailed in the last Year of the said four Years, unto the said *C. S.* her Heirs and Assigns, without committing any wilful Waste, Spoil or Damage to the same; **And** that it shall and may be lawful to and for the said *C. S.* her Heirs and Assigns, during all the Residue of the said Term of 31 Years (after the said Walls built) twice in every Year, to come into the Garden of the said *J. W.* his Executors or Assigns, to view and see if the said Walls are by him and them so pointed and repaired in Manner as aforesaid; and upon such View, in case of any Defect found therein, to give such Notice in Writing to him or them for the Pointing and Repairing of every such Defect, within three Months then next following; and in case he or they shall not, within the said three Months next after every such Notice, amend the same, then and in such Case, it is hereby mutually agreed between the Parties hereto, that he the said *J. W.* his Executors or Assigns, shall from thenceforth have no Liberty of Nailing his or their Trees against the said Walls, and then and in such Case the said yearly Rent of 1 s. so payable by him or them as aforesaid, shall cease and determine.

Covenants concerning a Warren.

AND that the said *A. (the Lessee)* his, &c. at his and their own proper Costs and Charges, shall keep up, amend, repair and sufficiently maintain all Lands and Burrows of the said Warren, and all Gates, Pales, Hedges, Fences, Ditches and Inclosures of or belonging to the same, or any Part thereof, with their and every of their Appurtenances, in good and tenantable Repair, Plight and Condition; and the same so well and sufficiently repaired, amended and kept as aforesaid in all Respects, shall and will, at the End, or other sooner Determination of this Lease, quietly and peaceably yield up and leave unto the said *B.* his Heirs or Assigns; **And further**, that he the said *A.* his Executors, &c. shall and will, during the Continuance of this Demise, keep and preserve the usual Stock or Number of Conies upon the said Warren (being computed at 400, or thereabouts) and save the like Number, as near as can be, at the End, or other sooner Determination of this Demise, shall and will leave as Stock upon the said Warren; **And** if any Dispute happen at the End, or other sooner Determination of this Demise, concerning the Number of Conies left as Stock upon the said Warren, or should be left as Stock, in such Case, the same to be decided by four indifferent Persons, whereof two to be chosen by the said *B.* his Heirs or Assigns, and the other two, by the said *A.* his Executors, &c. and their Judgment being made in Writing two Months after their being so elected, is hereby agreed and declared shall be binding and final to all the said Parties to these Presents.

A Letter of Attorney in a Lease for three Lives.

AND lastly, the said Duke doth by these Presents constitute, ordain, and in his Stead and Place put *T. C.* of, &c. and *R. J.* of, &c. or either of them, his true and lawful Attorney or Attornies, for him and in his Name, Place and Stead, to enter into the said Capital Messuage, and all and singular the Lands, Tenements, Hereditaments and Premises aforesaid, and into every or any Part or Parts thereof, in the Name of the whole, and thereof to take Possession, and after Possession so thereof had and taken, full and quiet and peaceable Possession and Livery and Seisin to deliver to the said *B. D.* and *K.* his Wife, or his or their lawful Attorney in that Behalf; *Habendum* the same to the said *B. D.* and *K.* his Wife, and their Heirs and Assigns, for and during the Lives of the said *B. D.* and *K.* his Wife, and *E.* their Daughter aforesaid, according to the Tenor and Effect of these Presents; the said Duke hereby ratifying and confirming whatsoever his said Attornies, or either of them shall do in that Behalf, by Force and Virtue of these Presents, as fully as if the said Duke had been personally present and done the same. In Witness, &c.

(a) Lease

(a) Lease and Release.

A Lease for a Year to precede a Release.

Parties. **THIS Indenture Tripartite** made, &c. **Between** *A. &c.* of the first Part, *B. and C. &c.* of the second Part, and *D. and E. &c.* of the third Part, **Witnesseth**, that for

Consideration. and in Consideration of 5 s. a-piece of lawful, &c. to the said *A. B. and C.* in Hand, &c. by the said *D. and E.* well and truly paid, the Receipt whereof the said *A. B. and C.* do hereby acknowledge, and thereof, &c. the said *A.* and likewise the said *B. and C.* (at the Request, and by and with the Consent, Direction and Appointment of the said *A.* testified by his Signing and Sealing these Presents) **Have**, and each of them **hath** granted, bargained and sold, and by these Presents **Do**, &c. unto the said *D. and E.* their Executors, Administrators and Assigns, **All** that, &c. (Vide Tit. **Parcels**); **To have and to hold** the said (*Manor, Messuages, Mill, Clofes, Meadows, Lands, Tenements, Hereditaments*) and all and singular other the Premises herein before mentioned, or intended to be hereby granted, bargained and sold, with their and every of their Appurtenances, and every Part and Parcel thereof (except before excepted) unto the said *D. and E.* their Executors, Administrators and Assigns, from the — Day of — (or from the Day next before the Day of the Date of these Presents) for and during, and unto the full End and Term of one whole Year from thence next ensuing, and fully to be compleat and ended;

Reddendum. **Yielding and paying** therefore unto the said *A. B. and C.* and the Heirs and Assigns of the said *A.* the Rent of one Pepper-corn only, at the Feast of — next ensuing the Date of these Presents, if the same shall be lawfully demanded, **To the Intent** that by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said *D. and E.* may be in the actual Possession of the hereby bargained and sold Premises, (or say, of the said — as in the Habendum) and all and singular other the Premises herein before mentioned, or intended to be hereby granted, bargained and sold, with their and every of their Appurtenances, and every Part and Parcel thereof, and may be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to them and their Heirs and Assigns, **To** and for the only proper Use and Behoof of them the said *D. and E.* and of their Heirs and Assigns for ever; (or it may be thus) **To** such Uses as shall be thereby declared. (b) **In Witness**, &c.

Intent.

In a Lease for a Year to precede a Release by way of Mortgage, say

— **To the End**, Intent and Purpose, that by Force and Virtue of these Presents, and of the Statute made for transferring of Uses into Possession, he the said *H. J.* may be in the actual Possession of all and singular the hereby bargained and sold Premises, and be thereby the better enabled to take and accept of a Grant and Release of the Freehold of the same Premises, unto and to the Use of the said *H. J.* his Heirs and Assigns, during the Lives of them the said *E. H.* the Mother, and *E. H.* the Daughter, and the Life of the longest Liver of them, in such Manner as in and by a certain Indenture of Release by way of Mortgage, intended to bear Date the Day next after the Date hereof, and made between the same Parties as are to these Presents, shall be mentioned, limited and expressed of and concerning the same. **In Witness**, &c.

A Lease for a Year to precede a Release with two Grants.

THIS Indenture made, &c. **Between** Sir *J. G.* of — Bart. eldest Son and Heir of Sir *J. G.* late of — Bart. deceased, and *F. A.* Spinster, one of the Daughters and Coheirs of *R. A.* otherwise *B.* late of — Esq; deceased, of the one Part, and *E. M.* of — Esq; and *H. G.* of — Esq; of the other Part, **Witnesseth**, that for and in

(a) Conveyances of Lands, especially on Purchase, are now seldom made any otherwise than by the easy Way of Lease and Release, and when necessary, a Fine or Recovery, or both, may be levied and suffered, and the Uses declared.

(b) Note; If the Release consist of more than two Parts, and be to the Use of divers Persons, then let the Lessor and Lessee for a Year, both of them seal so many Leases as there are to be Parts of the Release, and then say, **In Witness** whereof all the Parties to these Presents have to each of these Indentures set their Hands and Seals; and the like for the Release, or any other Deed of more Parts than two.

in Consideration, &c. to the said *F. A.* in Hand, &c. by the said *E. M.* and *H. G.* at, &c. the Receipt, &c. she the said *F. A.* hath bargained, &c. unto the said *E. M.* and *H. G.* their Executors, &c. All, &c. (*the Parcels released by Mrs. A.*) and the Reversion, &c. To have, &c. Yielding, &c. to such Uses as shall be thereby declared. And this Indenture further witnesseth, that for and in Consideration, &c. to the said Sir *J. G.* in Hand, &c. by the said *E. M.* and *H. G.* at, &c. the Receipt, &c. he the said Sir *J. G.* (Party, &c.) hath, &c. bargained, &c. unto the said *L. M.* and *G. H.* their Executors, &c. All, &c. (*the Parcels released by Sir J. G.*) and the Reversion, &c. To have, &c. Yielding, &c. (as before). In Witness, &c.

A Release of an Estate to a Purchaser.

THIS Indenture made, &c. Between *R. M.* of, &c. Gent. of the one Part, and *R. N.* of, &c. of the other Part, Witnesseth, that for and in Consideration of, &c. to the said *R. M.* in Hand paid by the said *R. N.* at or before the Enfealing and Delivery of these Presents, the Receipt whereof, as the full Consideration for the absolute Purchase of the Messuages, &c. herein after mentioned to be granted and released, he the said *R. M.* doth hereby acknowledge, and thereof, &c. and for divers, &c. He the said *R. M.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents Doth fully, clearly and absolutely grant, &c. unto the said *R. M.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made by the said *R. M.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, commencing from the Day next before the Day of the Date of the same Indenture, for the Consideration of 10*s.* therein mentioned, and by Force and Virtue of the Statute for transferring Uses into Possession, and to his Heirs and Assigns, All that, &c. and the Reversion, &c. and all the Estate, &c. of him the said *R. M.* of, in, to or out of the said Messuages, &c. and every Part and Parcel thereof, and all Deeds, &c. which the said *R. M.* now hath, &c. or can come by, &c. together with true, &c. Copies, &c. To have and to hold the said Messuage, &c. and all and singular other the Premises hereby granted, &c. or intended so to be, with their and every of their Appurtenances, unto the said *R. N.* his Heirs and Assigns, to the only proper Use and Behoof of the said *R. N.* his Heirs or Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever; And, &c. (*Covenants that the Releasor is right Owner, and has Power to sell; that the Releasee shall peaceably enjoy, free from Incumbrances; for further Assurance to such Uses, Vide Tit. Covenants.*) In Witness, &c.

Release from three several Men and their Wives, Coheirs at Law, of several Messuages, where each received their Proportion of the Consideration, with separate Covenants, and for levying a Fine.

THIS Indenture Quadripartite, made, &c. Between *A.* of — (who formerly married *E.* one of the Daughters of *F.* late of — since deceased) and *G.* now the Wife of the said *A.* of the first Part, *B.* of — and *H.* his Wife (which said *H.* is the only Daughter and Heir of *J.* deceased, who was the Son and Heir of the aforesaid *F.* also deceased) of the second Part, *C.* of — and *K.* his Wife, of the third Part, and *D.* of — of the fourth Part, Witnesseth, that for and in Consideration of the Sum of — of lawful, &c. to him the said *A.* and *G.* his Wife, and of the Sum of — of like Money to the said *B.* and *H.* his Wife, and of the Sum of — of like Money to the said *C.* and *K.* his Wife, in Hand, &c. by the said *D.* well and truly paid, the Receipt of which said several Sums of — the said *A.* and *G.* his Wife, *B.* and *H.* his Wife, and *C.* and *K.* his Wife, do respectively acknowledge, and of and from, &c. they the said *A.* and *G.* his Wife, *B.* and *H.* his Wife, and *C.* and *K.* his Wife, Have, and each and every of them hath granted, &c. and by, &c. Do, &c. fully and absolutely grant, &c. unto the said *D.* (in the actual Possession, &c. by Force and Virtue of, &c. made by the said *A. B.* and *C.* for the Consideration of 5*s.* a-piece, by Indenture bearing Date, &c.) and to the Heirs and Assigns of the said *D.* for ever, All those Messuages, &c. and the Reversion, &c. and also all the Estate, Right, Title, Interest, Parts, Shares and Purparts, Inheritance, Use, Trust, Possession, Reversion, Claim and Demand whatsoever, in Law and Equity, of them the said *A.* and *G.* his Wife, *B.* and *H.* his Wife, *C.* and *K.* his Wife, and either and every of them, of, in, to, &c. together with all and singular Deeds, &c. which are in the Hands, &c. of the said *A. B.* and *C.* or any of them respectively, or any others in Trust, &c. and true Copies, &c. To have and to hold, &c. (as common):

And the said A. for himself and the said G. his Wife, and the said B. for himself, &c. (Covenant from all the Vendors to levy a Fine, to enure, &c. from A. and B. for themselves and Wives, that they are seised of two third Parts, and have Power to grant; and that the Vendee should peaceably enjoy, free from Incumbrances; and that they will make further Assurance; from C. for himself and Wife, that they are seised of the other third Part, have Power to grant, quiet Enjoyment, further Assurance; from all the Parties, that further Assurance shall enure to the Vendee, his Heirs and Assigns for ever. Vide Tit. Covenants.) In Witness, &c.

Release from three several Men and their Wives, where one was seised of a Moiety, and the other two of a Quarter-Part each, of a Messuage.

THIS Indenture, made, &c. Between A. of — and E. his Wife, B. of — and F. his Wife, C. of — and G. his Wife, of the one Part, and D. of — of the other Part, Witnesseth, that for and in Consideration of the Sum of 50 l. of lawful, &c. to the said A. and E. his Wife, and of the Sum of 25 l. of, &c. to the said B. and F. his Wife, and of the Sum of 25 l. of, &c. to the said C. and G. his Wife severally in Hand, at, &c. by the said D. well and truly paid, the Receipt, &c. they the said A. and E. his Wife, B. and F. his Wife, and C. and G. his Wife, have, and each of them hath granted, &c. and by, &c. Do, &c. unto the said D. (in the actual Possession now being, &c. by Force and Virtue of, &c. by the said A. B. and C. by Indenture bearing Date, &c.) and to the Heirs and Assigns of the said D. for ever, their several Parts, Purparts and Proportions herein after expressed of and in the Messuage, or Tenement and Premises hereafter mentioned and granted, (that is to say) The said A. and E. his Wife one full and equal Moiety or Half-Part, the said B. and F. his Wife one full and equal Quarter or Fourth Part, and the said C. and G. his Wife one other full and equal Quarter or Fourth Part of and in all that Messuage or Tenement, &c. and the Reversion, &c. and all and singular the Rents, &c. reserved, due and payable upon any Demise or Lease made or granted of the said Premises, or any Part thereof; and also all the Estate, &c. of the said A. and E. his Wife, B. &c. or either, &c. together with all and singular Deeds, &c. To have and to hold the said several Parts, Purparts and Proportions of and in the said Messuage or Tenement, and all and singular, &c. (Add a Covenant for the Vendors and their Wives to levy a Fine, or take Bonds from the Vendors that their Wives shall not claim Dower, &c. Vide Tit. Bonds. Covenant from A. B. and C. that they are each of them seised of his Share, and have good Right to convey; that the Vendee shall peaceably enjoy, and that they and their Wives will make further Assurance for confirming the said Shares, &c. Vide Tit. Covenants.) In Witness, &c.

Release from an Aunt, Tenant for Life, and her several Nieces, as Cobeirs in Remainder expectant on her Decease.

THIS Indenture Tripartite, made, &c. Between A. of — Widow, of the first Part, B. of — C. of — D. of — and E. his Wife, and F. of — which said B. C. E. Wife of the said D. and F. are Daughters of G. late of — and H. his Wife, deceased, which said H. Wife of the said G. was one of the Daughters of J. late of — deceased, and Sister of the said A. of the second Part, and K. of — of the third Part, Witnesseth, that for and in Consideration of the Sum of — of lawful, &c. to the said A. in Hand, &c. by the said K. well and truly paid, the Receipt, &c. and of the Sum of 5 s. a-piece to them the said B. C. D. and E. his Wife, and F. she the said A. and likewise the said B. C. D. and E. his Wife, and F. have granted, &c. and by, &c. Do, and each of them Doth grant, &c. unto the said K. (in the actual Possession, &c. by Virtue, &c. made by them the said A. B. C. D. and E. his Wife, and F. for one whole Year, in Consideration of 5 s. a-piece of lawful, &c. to, &c. by Indenture Tripartite, bearing Date, &c. and made between, &c. (as above), and by Force, &c.) and to the Heirs and Assigns of the said K. for ever, All that, &c. To have and to hold, &c. (as usual) And, &c. (Covenant from the Vendors to levy a Fine. From A. that she is lawfully seised to the Use of herself and her Heirs without any Remainder, &c. and that she has good Right to convey; and that K. may peaceably enjoy, free from Incumbrances; and lastly from the Vendors, that they will make further Assurance to the Use of the Purchaser.) In Witness, &c.

From a Son and Heir and his Mother, with Directions for proper Covenants.

THIS Indenture, made, &c. **Between** A. of — and B. of — Widow, Mother of the said A. of the one Part, and C. of — of the other Part, **Witnesseth**, that for and in Consideration of the Sum of — of lawful, &c. to the said A. and of 5 s. to the said B. in Hand, &c. the Receipt, &c. he the said A. and the said B. **Have** granted, &c. unto the said C. (in his actual Possession, &c.) and to the Heirs and Assigns of the said C. for ever, **All** that, &c. **To have and to hold**, &c. (Covenants from the Son that he is lawfully seised, and hath good Right, &c. and that the Purchaser shall quietly enjoy, free from Incumbrances; and that he and his Heirs, &c. will make further Assurance, to the Use of the Purchaser; and from the Mother, that the Purchaser shall peaceably enjoy). **In Witness**, &c.

Release from a Devisee of a Messuage, with Recitals and Directions for proper Covenants, &c.

THIS Indenture, made, &c. **Between** A. of, &c. one of the Daughters and Devisee, in and by the last Will and Testament of the said B. late of — deceased, of the one Part, and C. of — of the other Part, **Witnesseth**, that for and in Consideration of, &c. she the said A. **hath** granted, &c. unto, &c. (in the actual Possession, &c.) **All** the Messuage, &c. (which said Messuage, or Tenement and Premises, is one of the three Messuages or Tenements in — aforesaid, which were bought and purchased by D. late of — deceased, Grandfather of the said A. of — &c. **And** **whereas** by Indenture of Lease and Release, &c. and by Fine and other Assurance conveyed and assured unto or to the Use of the said D. the Grandfather; and which said Messuage and Premises herein before granted and sold, was by the said D. the Grandfather, in and by his last Will and Testament, bearing Date, &c. given and bequeathed unto his Son the aforesaid B. and his Heirs and Assigns for ever; and was by the said B. the Son, by his last Will and Testament bearing Date, &c. given and bequeathed unto the said A. his Daughter, her Heirs and Assigns for ever, and the Reversion, &c. and all the Estate, &c. by Force, Virtue or Means of the said last Will and Testament of the said B. her late Father deceased, or by any other Ways or Means, Right or Title whatsoever or howsoever, together with all Deeds, &c. **To have and to hold**, &c. (Add Warranty; Covenants to levy a Fine lawfully seised; good Right to grant; peaceable Enjoyment, free from Incumbrances; for further Assurance). **In Witness**, &c.

Release from a Husband and Wife, of the Wife's Estate, to a Husband and Wife and the Survivor of them, and the Heirs of the Husband.

THIS Indenture, made, &c. **Between** A. of — and B. his Wife (the surviving Daughter and Heir of C. late of — deceased, who was one of the Sons and Devisee, in and by the last Will and Testament of D. late of — deceased) of the one Part, and E. of — and F. his Wife, of the other Part, **Witnesseth**, that for and in Consideration of — to the said A. and B. his Wife in Hand, at, &c. by the said E. and F. his Wife, well, &c. the Receipt, &c. they the said A. and B. his Wife **Have**, and each of them **hath** granted, &c. and by, &c. unto the said E. and F. his Wife, (in their actual Possession, &c. by Virtue, &c. by the said A. and B. his Wife, &c.) and to the Heirs and Assigns of the said E. for ever, **All** that, &c. [which said Messuage, or Tenement and Premises, were (amongst other Things) bought and purchased of, and were conveyed to the aforesaid D. since deceased, and his Heirs, by — by Indenture of Lease and Release, the Lease bearing Date the — and the Release the — and were by the said D. deceased, in and by his last Will and Testament in Writing, bearing Date the — given and bequeathed to his Son the said C. and his Heirs for ever] and the Reversion, &c. **To have and to hold** the said — unto the said E. and F. his Wife, and the longer Liver of them, and to the Heirs and Assigns of the said E. for ever. (Covenants from A. for himself and Wife to E. and his Wife, and to the Heirs and Assigns of E. that they will levy a Fine to the Use of E. and F. and the longer Liver, and of the Heirs and Assigns of E. for ever; that they are seised in Fee, and have Power to grant; and that they shall peaceably enjoy, free from Incumbrances; and lastly, that A. and B. will make further Assurance. Vide Tit. Covenants.) **In Witness**, &c.

Lease

Lease and Release by Indorsement on Indentures of Lease and Release, whereby an Infant, Heir of one of the two Coheirs of a Trustee, by Virtue of the Act of 7th of Queen Anne, and upon a Petition to his Honour, and in Pursuance of his Order, Master's Report and subsequent Order, conveys Trust Premises to a Trustee for the Purchaser, and upon other Trusts, &c.

Lease for a Year.

I**D** all Persons to whom, &c. T. D. Esq; (Grandson and Heir of the within named Dame E. D. deceased) sendeth Greeting. **Know ye**, that for and in Consideration of the Sum of 5 s. of, &c. to the said T. D. in Hand paid by the within named B. P. at, &c. the Receipt, &c. the said T. D. hath bargained and sold, **And** by these Presents **Doth** bargain and sell unto the said B. P. **All** and singular the Messuages, &c. (as in the following Release, changing the Words as granted and released, to bargained and sold To) and all the Estate, &c. **To have and to hold**, &c. (as in Habendum of Release) unto the said B. P. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the Term of one whole Year from thence next ensuing, and fully to be compleat and ended; **yielding and paying** therefore the Rent of one Pepper-Corn only on the last Day of the said Year, if the same shall be lawfully demanded, **To the End**, Intent and Purpose, that by Force and Virtue of these Presents, and of the Statute for Transferring of Uses into Possession, the said B. P. may be in the actual Possession of all and singular the hereby bargained and sold Messuages, Lands, Hereditaments and Premises, with their Appurtenances, and may be thereby the better enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof, unto and to the Use of him the said B. P. and his Heirs. **In Witness** whereof the said T. D. hath hereunto set his Hand and Seal this — Day of — &c.

The Release.

I**D** all Persons to whom, &c. T. D. Esq; (Grandson and Heir of the within named Dame E. D.) sendeth Greeting. **Whereas** by an Order made in the High Court of Chancery at the Rolls, by the Right Honourable the Master of the Rolls, on or about the 28th Day of July last past, in a certain Cause there then depending between Sir J. H. Bart. an Infant, by his next Friend, Plaintiff, and E. P. Esq; (Party to the within written Indenture) and others, Defendants, therein setting forth, that by a Petition presented to his Honour by the said E. P. thereby shewing or setting forth therein the within recited Indentures of the 11th and 12th of August 1709. whereby several Manors, Lands and Hereditaments in the County of W. were by the within named Sir J. H. the Plaintiff's Grandfather, and W. — deceased, therein named, conveyed unto and to the Use of the within named T. H. and his Heirs, *To the Use* of the said Sir J. H. the Grandfather for his Life, and afterwards (amongst other Trusts therein expressed) that the said T. H. and his Heirs should raise out of the said Trust-Estate so much Money as should be sufficient to pay the same Sir J.'s Debts; and after setting forth the within recited Decree of the 7th of February in the 12th Year of the Reign of, &c. whereby it was ordered, that so much of the said Estate, as was sufficient to pay the Debts of the said Sir J. the Grandfather, should be sold to the best Bidder, to be allowed of by a Master therein, and that all Parties should join the said Sale, as the said Master should direct; and after setting forth the within recited Master's Report of the 19th of July 1727. wherein the Petitioner's Father E. P. was reported the best Purchaser of Part of the Estate in the Parish of I. in the said Report mentioned, (amongst other Things) for the Sum of — and that the said Report was afterwards absolutely confirmed, and that the said Sir J. H. the Grandfather, T. H. and E. P. the Father, were since dead; and that the within mentioned Lease for a Year, and the within written Indenture of Release thereto, and on which this Indorsement made could not be executed by all the Parties thereto, for conveying of the within mentioned Premises to the several Uses by the same Indenture of Release limited of and concerning the same, the within named Dame E. D. (one of the Sisters and Coheirs of the said T. H.) being lately dead, leaving T. D. her Grandson and Heir, an Infant of about 14 Years of Age, whereby the within mentioned Trust-Estate was become vested in the said T. D. the Infant, and the within named E. H. and their Heirs, (as the Coheirs at Law of the said T. H.) to the Uses mentioned in the said Indenture of Release of the 12th of August 1709. and

As to the Petition and several other Proceedings in Chancery recited therein.

Note; the above named Dame E. D. (among a great many others) was Party to this Indenture of Release, but died before the Executing

and that in Regard the said *T. D.* was an Infant, and by Reason thereof could not join in any Conveyance of the said Estate without the Direction of the said Court for that Purpose, *It was therefore prayed* by the said Petitioner *E. P.* and his Honour did thereby accordingly order the same to be referred to the within named Mr. K. one of the Masters of the said Court, to examine and certify whether the said *T. D.* the Infant was a Trustee within the true Meaning of the Act of Parliament of the 7th of the late Queen *Anne*, [intituled, An Act to enable Infants who were seised or possessed of Estates in Fee, in Trust or by way of Mortgage to make Conveyances of such Estates], and after the Master's Report made, such further Order should be made thereon as should be just: **And whereas** the said Master, in Pursuance of the said Order of the 28th of *July* last, by his Report dated — now last past, (therein reciting or setting forth the last mentioned Order) did thereby (amongst other Things) certify that the said Trust-Estate in *I.* aforesaid (being the Premises by the within written Indenture ordered to be conveyed) was vested in the said *T. D.* the Infant, and the said *E. H.* and their Heirs, (as the Coheirs of the said *T. H.*) and that the said *T. D.* the Infant was a Trustee within the Intent and Meaning of the Act of Parliament of the 7th Year of the late Queen *Anne*, in the same Order mentioned: **And whereas** by a subsequent Order made in the said Court at the Rolls, on or about the 31st Day of *January* last past, (therein reciting or setting forth the said Order of the 28th of *July* last, and the said Master's Report in Pursuance thereof, dated the said — last); and the said Report being then read, his Honour did order, that the said *T. D.* the Infant should, in Pursuance of the said Act of Parliament, join in the Conveying of the Premises, in the said Master's Report mentioned, unto the said *E. P.* as in and by the herein above in Part recited Orders and Report, duly entred and filed in the said Court of Chancery, Relation, &c. **Now know ye**, and these indorsed Presents witness, that by Force and Virtue of the above mentioned Act of Parliament, and in Pursuance of and in Obedience to the last above recited Orders, and for and in Consideration of the Sum of 10 s. of lawful Money of *Great Britain*, to the said *T. D.* in Hand paid by the within named *B. P.* at or before the Executing hereof, the Receipt whereof is by him hereby acknowledged, **He** the said *T. D.* **hath** granted, bargained, sold, released and confirmed, **And** by these Presents **Doth** grant, &c. unto the said *B. P.* (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made by the said *T. D.* for one Year, in Consideration of the Sum of 5 s. of lawful Money, by an Indorsement written upon the Back of the within mentioned Bargain and Sale for a Year, bearing Date the Day next before the Date of the within written Indenture of Release, the same Indorsement bearing Date the Day next before the Day of the Date hereof, and executed before the Execution hereof, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs, **All** and singular the within mentioned Messuages, or Tenements, Farms, Lands, Hereditaments and Premises, which in and by the within written Indenture were or are therein mentioned to be granted, bargained, sold, released and confirmed, with their and every of their respective Appurtenances, and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said several Messuages or Tenements, Farms, Lands, Hereditaments, and all and singular other the Premises herein before mentioned, and intended to be hereby granted and released with their and every of their Appurtenances, unto the said *B. P.* his Heirs and Assigns, **To** for and upon the several Uses, Trusts, Intents and Purposes; **And subject** to the Proviso or Power in the within written Indenture, mentioned, limited, expressed and declared, of and concerning the same. **In Witness** whereof the said *T. D.* hath hereunto set his Hand and Seal this — Day of — in the Year of our Lord, &c.

thereof by some of the other Parties.

Prayer of Petition, and Order thereon.

As to the Master's Report thereof.

As to the subsequent Order for the Infant's Conveying.

Consideration.

Grant.

Lease.

Premises.

Habendum.

Use.

Another upon a Purchase, wherein two Trustees Names are made Use of.

Whereas the Names of them the said *B. S.* and *J. T.* used in the within written Indenture of Release, and in the within mentioned Bargain and Sale for one Year, were and are therein so used at and by the special Nomination and Appointment of *A. B.* of, &c. and in Trust for her and her Heirs only, and the several and respective Sums of 600, 300, and 300*l.* (amounting in the whole to the Sum of 1200*l.*) within mentioned to be by the said *B. S.* and *J. T.* paid for the Purchase of the Moiety of the within mentioned Messuages, Lands, Tenements, Hereditaments and Premises, was not their proper Money, but the same was and is the proper Money of her the said — and by her truly paid, and previous to and before the Conveying of the said Premises to them the said *B. S.* and *J. T.* it was by them agreed, that the same should be by them reconveyed to her the said — in such Manner as herein after is mentioned: **Now know ye**, and these indorsed Presents Witness, that in Pursuance and Performance of the said recited Agreements, and in

Discharge of the Trust so reposed in them as aforesaid, and also for and in Consideration of the Sum of 10*s.* a Piece of, &c. to them the said B. S. and J. T. in hand, &c. the said — at, &c. the Receipt, &c. and for divers, &c. **They** the said B. S. and J. T. **Have**, and each of them **hath** bargained, sold, aliened, remised, released and confirmed, and by these Presents **Do**, and each of them **Doth** bargain, sell, remise, release and Confirm unto the said — (in her actual Possession, &c. *as in preceding Indorsement*) and to her Heirs, **All** that the within mentioned Moiety or one full half Part of and in all those Messuages, &c. which in and by the within Indenture were thereby bargained and sold unto them the said B. S. and J. T. or meant, mentioned or intended to be with their and every of their Appurtenances, and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Moiety of the said Messuages, &c. with their and every of their Appurtenances unto the said — to the only Use and Behoof of the said — her Heirs and Assigns for ever; **And** the said B. S. and J. T. each separately and apart, for himself his Heirs, Executors and Administrators, and for his own Acts only, and not jointly, or one for the other, or the Acts of the other, do hereby promise, covenant and agree, to and with the said — her Heirs and Assigns, by these Presents, that they the said B. S. and J. T. or either of them, **Have** not, nor **hath** at any Time heretofore made, done, committed, or willingly suffered any Act, Matter or Thing whatsoever, whereby, or by Means whereof, the hereby released Hereditaments and Premises, or any Part thereof, are, is, or shall be any ways impeached, charged or incumbered in Title, Charge or Estate, or otherwise howsoever. **In Witness** whereof they the said B. S. and J. T. have hereunto set their Hands and Seals this — Day of, &c.

Of a Freehold Estate to make a Tenant to a Præcipe, with Directions for inserting a Covenant to suffer a Recovery, and a Declaration of the Uses, &c.

THIS Indenture **Sextipartite**, made, &c. **Between** J. A. of, &c. Gent. Son and Heir of R. A. late of, &c. Gent. deceased, who was Nephew and Devisee of T. R. late of, &c. Esq; deceased, of the first Part, Sir B. A. of, &c. Bart. surviving Trustee of a Term of 1000 Years (in an undivided third Part of the Manor, Lands and Hereditaments hereafter mentioned, intended to be hereby extinguished,) of the second Part, R. R. late of, &c. and now of D. in the County of, &c. Clerk, and B. C. of, &c. Clerk, Devisees in the last Will and Testament, and Codicil of T. G. late of, &c. Gent. deceased, who survived E. G. of, &c. (being both named Trustees of the Inheritance) of the third Part, S. M. of, &c. Widow, of the fourth Part, S. R. of, &c. Esq; and S. S. of, &c. Esq; of the fifth Part, and W. E. of, &c. Gent. of the 6th Part, **Witnesseth**, that for and in Consideration of the Sum of 110*l.* of lawful, &c. to the said J. A. and of the Sum of 110*l.* of, &c. to the said S. M. (by the Direction and for the proper Debt of the said J. A. in Hand, &c. paid by the said S. R. at, &c. making together the Sum of 220*l.* being for the compleat Purchase of an absolute Inheritance in Fee-simple, of and in the Manor, Lands and Hereditaments herein after limited, in Use to the said S. R. and S. S. subsequent to the intended Recovery herein after mentioned; the several Receipts whereof they the said J. A. and S. M. do hereby severally acknowledge accordingly, and thereof, and of every Part or Parcel thereof, do by these Presents severally acquit, &c. the said S. R. his Heirs, Executors and Assigns, and every of them, and also in Consideration of 10*s.* a piece, of like Money to the said J. A. Sir B. A. R. R. and B. G. respectively in Hand likewise paid by the said S. R. and S. S. at, &c. the Receipt and Receipts whereof, &c. and for barring, cutting off and destroying all and all Manner of Estate and Estates-Tail, Remainders and Reversions of and in the Manor, &c. herein after mentioned, and for granting, settling and assuring of the same, to and for the Uses, Intents and Purposes herein after mentioned, **The** said J. A. and also by his Direction and Appointment, and with the Consent of the said S. M. testified by their being Parties to and Sealing and Delivering of these Presents, the said Sir B. A. R. R. and B. G. **Have** granted, bargained and sold, released and confirmed, and by these Presents the said J. A. Sir B. A. R. R. and B. G. and each and every of them **Doth** grant, &c. unto the said S. R. and S. S. (in their actual Possession, &c.) and to their Heirs and Assigns, **All** that, &c. **And** the said J. A. for himself and his Heirs, doth hereby grant to the said S. R. and S. S. and their Heirs, **All** Deeds, Evidences and Writings touching or concerning the Premises, or any Part thereof, which he the said J. A. hath or can come by without Suit in Law or Equity; **To have and to hold** the said Manor, &c. and all and singular other the Premises herein before granted, released and confirmed, or meant, &c. to be granted, &c. with their and every of their Appurtenances, unto the said

faid S. R. and S. S. their Heirs and Assigns, **To the Use** and Behoof of the faid S. R. and S. S. their Heirs and Assigns for ever, **To the Intent** to make them the faid S. R. and S. S. perfect Tenants of the Freehold of and in the Premisses, against whom a common Recovery may be had and suffered as herein after is mentioned; **And** for that Purpose it is covenanted, declared and agreed, by and between all the faid Parties to these Presents, that, &c. (*A Recovery may be suffered*, vid. Tit. **Covenant**; and for the Declaration of the Uses, vid. Tit. **Declaration**. *Covenant from J. A. that he Sir B. A. R. R. and B. G. or one of them, is lawfully seised; and have Power to release; that the Premisses, after the Recovery suffered, shall remain to the Use of S. R. and R. S. free from Incumbrances; for further Assurance; from Sir B. A. that he has not done any Act to incumber the Premisses; the like from R. R. and B. G. vid. Tit. Covenants*). **In Witness**, &c.

Indentures of Lease and Release, for levying a Fine and suffering a Recovery.

THIS Indenture Quadripartite, made, &c. **Between** C. M. of, &c. and R. his Wife, late one of the four, and now one of the two (surviving) Nieces of Sir W. M. deceased, late of, &c. named in his last Will and Testament of the first Part, J. L. of, &c. of the second Part, J. H. of, &c. of the third Part, and S. W. of, &c. Spinster of the fourth Part. **Whereas** by Virtue of the last Will and Testament of the faid Sir W. M. she the faid R. became intituled to one fourth Part of the Messuages, Lands, Tenements, Rents and Hereditaments herein after mentioned, for the Term of her Life, with Remainder to her first and other Sons in Tail, with other Remainders over, and by Virtue of the faid Will, and by the Death of M. late Wife of the faid J. L. without Issue, she the faid R. M. is become seised of and intituled unto an eighth Part or a Moiety of a fourth Part of the faid Messuages, Lands, Tenements, Rents and Hereditaments, **To the Use** of the faid R. M. and the Heirs of her Body, with Remainders over: **And whereas** by certain Indentures bearing Date the Day next before the Day of the Date of these Presents, the faid C. M. and R. his Wife **Have** granted and demised to the faid S. W. the Hereditaments herein after mentioned to be hereby granted and released; **To hold** unto the faid S. W. her Executors and Assigns, from the Day next before the Day of the Date thereof, for the Term of 1000 Years, at the yearly Rent of a Pepper-Corn, with a Provision for Redemption of the same, as in the same Indenture is mentioned: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 5 s. apeice of good, &c. to the faid C. M. and R. his Wife, in Hand at, &c. well and truly paid by the faid J. L. the Receipt, &c. the faid C. M. and R. his Wife do hereby respectively acknowledge, **And** for barring, docking and destroying all Estates-Tail, Reversions and Remainders thereon depending, of and in all and singular the Hereditaments herein after mentioned to be hereby granted and released, and for strengthening, corroborating and confirming the before recited Term of 1000 Years, and for settling and assuring the faid Hereditaments and Premisses to and for such Use and Uses, Estate and Estates, Intents and Purposes as is and are herein after mentioned, expressed and declared, of and concerning the same, **They** the faid C. M. and R. his Wife **Have**, and each of them **Have** granted, bargained, sold, released and confirmed, and by these Presents **Do**, and each of them **Doth** grant, &c. unto the faid J. L. (in his actual Possession, &c.) and to his Heirs, **All** that Moiety or half Part of and in one full fourth Part or Share of and in, &c. **To have and to hold** the faid several and respective Parts and Shares of the faid Messuages, &c. and all other the Premisses by these Presents granted and released, or mentioned, or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the faid J. L. his Heirs and Assigns, **To the Use** and Behoof of the faid J. L. his Heirs and Assigns, **To the Intent** and Purpose, that as well by Virtue of these Presents as of the Fine, Fines agreed to be levied as herein after is mentioned, the faid J. L. may become a good and perfect Tenant of the immediate Freehold and Inheritance of all and singular the before mentioned Premisses, against whom common Recoveries may be had, executed and perfected, as herein after is mentioned; **And** for the better and further Conveying and Assuring the faid several and respective Parts and Shares of the faid Messuages, Lands, Tenements, Rents and Hereditaments, and all other the Premisses, unto the faid J. L. and his Heirs, for the same Intent and Purpose as aforesaid, it is hereby agreed by and between all the faid Parties to these Presents, that they the faid C. M. and R. his Wife, shall and will on this Side, and before the End of *Easter* Term next ensuing the Day of the Date of these Presents, or as soon after as may be, in due Form of Law acknowledge and levy Fines *sur Conuzance de droit come ceo*, &c. before his Majesty's Justices of the Court of Common Pleas at *Westminster*, with Proclamations in such Case used and accustomed, unto the

Recovery.

Uses.

the said *J. L.* and his Heirs, of the said hereby granted and released, or mentioned to be hereby granted and released Parts and Shares, Hereditaments and Premises, by such apt and convenient Name and Names, Quantities, Qualities, Descriptions, and Number of Messuages, Lands and Things, as by the said *J. L.* his Heirs or Assigns, his or their Counsel learned in the Law, shall be reasonably devised, advised or required; which Fines, and all and every Fine and Fines heretofore had, levied or acknowledged, or hereafter to be had, levied or acknowledged of the said several and respective Parts and Shares of the said Messuages, Tenements, Rents and Hereditaments, and all other the Premises, or any Part thereof, either alone or together with any other Messuage or Messuages, Lands, Tenements or Hereditaments, or Parts or Shares, or Part or Share of Messuages, Lands, Tenements or Hereditaments, by and between the said Parties to these Presents, or any of them, either alone or together with any other Person or Persons, shall be and enure and shall be construed and expounded, adjudged, deemed and taken, and so are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the said Parties to these Presents to be and enure, **To the Use** and Behoof of the said *J. L.* and his Heirs, **To the Intent** to strengthen, corroborate and confirm the Estate hereby granted and released, or intended to be hereby granted and released to the said *J. L.* and his Heirs, and to make him a perfect and lawful Tenement of the Freehold and Inheritance of the said several and respective Parts and Shares of all and singular the said Premises hereby granted and released, or mentioned to be hereby granted and released, so that good and perfect Recoveries may be had and perfected against him for the same; **And** for that Intent and Purpose it is hereby agreed by and between all the Parties to these Presents, that on this Side or before the End of *Easter* Term next ensuing the Day of the Date hereof, or as soon after as may be, it shall and may be lawful to and for the said *J. H.* to sue forth and prosecute out of his Majesty's Court of Chancery, Writs of Entry *sur Disseizin en le Post* returnable and to be returned before his Majesty's Justices of the Court of Common Pleas at *Westminster*, thereby demanding by apt and convenient Names, Quantities, Qualities and Descriptions, the said several and respective Parts and Shares of all and singular the Premises, with their and every of their Appurtenances, against the said *J. L.* to which said Writs of Entry he the said *J. L.* shall appear *gratis* either in his own proper Person, or by his Attorney or Attornies in that Behalf lawfully authorized, and shall vouch to Warranty the said *C. M.* and *R.* his Wife, who shall also appear *gratis* in their own proper Persons, or by their Attorney in that Behalf lawfully authorized, and shall enter into Warranty, and vouch over to Warranty the common Vouchee of the same Court, who shall also appear, and after Imparance shall make Default so as Judgment shall and may be had and given thereupon, for the said *J. H.* to recover the said several and respective Parts and Shares of the said Premises against the said *J. L.* and for him to recover in Value against the said *C. M.* and *R.* his Wife, and for them to recover in Value against the said common Vouchee, and such further Proceedings shall be had therein that good and perfect common Recoveries may be had and prosecuted, executed and perfected in and upon the said Writs of Entry in all Things, according to the usual Course and Form of common Recoveries for Assurance of Land in such Cases used; **And** it is hereby covenanted, concluded, declared and agreed, by and between all and every the said Parties to these Presents, for themselves and their Heirs, that from and immediately after the suffering and perfecting the said common Recoveries as aforesaid, as well these Presents and the Assurance and Assurances hereby made, as also the said Recoveries so as aforesaid, or in any other Manner, or at any other Time or Times suffered, or to be suffered, and all and every other common Recovery or Recoveries, Fine or Fines, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, heretofore had, made, levied, executed or suffered or hereafter to be had, made, levied, executed or suffered, of the said Hereditaments and Premises, or any Part or Parts thereof, either alone or together with any other Messuages, Lands, Tenements or Hereditaments, or any Part or Share, or Parts or Shares thereof, by or between the said Parties to these Presents, or any of them, or whereunto they or any of them are, is or shall be Party or Parties, Privy or Privies, either with or without any other Person or Persons, shall be and enure, and shall be construed, adjudged, expounded, deemed and taken, and so are and were meant and intended to be and enure, and are hereby declared, by all the said Parties to these Presents, to be and enure, and the Recoveror or Recoverors in such Recovery or Recoveries named or to be named, and his and their Heirs, and all and every other Person and Persons whatsoever, shall stand and be seised of the said several and respective Parts and Shares of the said Messuages, Tenements, Rents, Hereditaments, and all and singular other the said Premises mentioned to be hereby granted and Released, and every Part and Parcel thereof,

to the proper Use and Behoof of the said *S. W.* his Executors, Administrators and Assigns, for and during the said Term of 1000 Years without Impeachment of Waste, and for the better strengthening, corroborating and confirming the same Term, and immediately from and after the End or other sooner Determination of the same Term of 1000 Years and subject thereto, and as the same shall end and determine, then **To the Use** and Behoof of the said *C. M.* and *R.* his Wife, and the Survivor of them, for and during their natural Lives, and the Life of the Survivor of them, and immediately from and after the Decease of such Survivor, then to the Use and Behoof of such Person and Persons, and to and for such Estates, Intents and Purposes, as the said *R. M.* notwithstanding her Coverture, by any Deed, Will or Writing to be signed and sealed by her the said *R. M.* in the Presence of two or more credible Witnesses, shall direct and appoint, and in the mean Time, and until and in Default of such Direction and Appointment, **To the Use** and Behoof of *R. M.* and *P. M.* (Daughters of the said *C. M.* and *R. M.* (Parties to these Presents) equally, and Share and Share alike as Tenants in Common, and not as Jointenants) and of the Heirs of the respective Bodies of the said *R. M.* the Daughter, and *P. M.* lawfully to be begotten; **And** if either of them the said *R. M.* the Daughter, and *P. M.* shall happen to depart this Life, without Issue of her Body lawfully to be begotten; then as to the Part or Share of such Daughter so dying without Issue, **To the Use** of the other of the said Daughters, and the Heirs of her Body lawfully to be begotten; and upon Failure or Default of Issue of the Bodies of both the said *R.* the Daughter, and *P. M.* then **To the Use** of *J. M.* Son of the said *C. M.* and *R.* his Wife, and the Heirs of the Body of the said *J. M.* lawfully to be begotten; and for Default of such Issue, then **To the Use** of the Heirs of the Body of the said *R. M.* Party hereunto, lawfully begotten or to be begotten; and for Default of such Issue, then **To the Use** of *W. W.* Son of *W. W.* deceased, (which said *W. W.* the Father, was the Uncle of the said *R. M.* Party hereunto) and the Heirs of the said *W. W.* the Son. **In Witness,** &c.

Release from Husband and Wife and their Trustees, to two Joint Purchasers, of a Manor, &c. in Consideration of Mortgage Money paid off by the Purchasers, &c.

THIS Indenture Tripartite made, &c. **Between** *A.* (the Husband) of, &c. and *F.* his Wife, of the first Part, *B.* and *C.* &c. (the Trustees) of the second Part, and *D.* and *E.* of, &c. (the Purchasers) of the third Part, **Witnesseth**, that for and in Consideration, &c. (of Mortgage Monies paid off by the Purchasers, by the Direction of the Husband and Trustees) in full of the several Principal Sums of Money and Interest due on the respective Indentures of Mortgage herein after mentioned and expressed, made of several Parts or Parcels of the Messuages, &c. hereafter in and by these Presents granted and conveyed for several Terms of Years, the Residue of which said respective Terms of Years are assigned, or intended to be assigned in Trust for the said *D.* and *E.* their Heirs and Assigns; and in Consideration of the further Sum of — to the said *A.* in Hand, &c. by the said *D.* and *E.* likewise truly paid, (which said several Sums of — and — make up and amount together to the Sum of — being the full Sum of Money agreed to be paid by the said *D.* and *E.* for the absolute Purchase of the Manor, &c. herein after mentioned or intended to be granted, released and confirmed, and the Fee-simple and Inheritance thereof, the Receipt, &c.) and in Consideration of 5s. a-piece of like Money to the said *B.* and *C.* in Hand, &c. by the said *D.* and *E.* well and truly paid, the Receipt whereof they do also acknowledge; **The** said *A.* and likewise the said *B.* and *C.* (at the Request, and by the Direction and Appointment of the said *A.* testified by his being a Party to, and Signing and Sealing these Presents) **Have**, and each of them **Doth** granted, bargained, sold, aliened, infeoffed, released and confirmed, and by these Presents **Do**, and each of them **Doth**, fully and absolutely grant, &c. unto the said *D.* and *E.* (in the actual Possession now being, of the Manor, &c. herein after mentioned, or intended to be granted, released and confirmed, by Virtue of a Bargain and Sale to them thereof made by the said *A. B.* and *C.* in Consideration of 5s. a-piece, by Indenture bearing Date, &c. for one whole Year, commencing from the — Day of — and by Force of the Statute, &c.) and to the Heirs and Assigns of the said *D.* and *E.* for ever, **All** that the Manor, &c. (Vide Tit. **Parcels**) and the Reversion, &c. and all the Estate, &c. together with all Deeds, &c. (as in Tit. **Parcels**); **To have and to hold** the said Manor, &c. and all and singular other the Premises herein before mentioned, or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, unto the said *D.* and *E.* their Heirs and Assigns for ever, to and for the only proper Use and Behoof of the

said D. and E. and of their Heirs and Assigns for ever; (Covenant from the Vendor and Wife and their Trustees, to levy a Fine to the Uses of the Vendees, their Heirs and Assigns; from the Husband that be, the Trustees, or one of them, is seised in Fee, and have Power to grant, &c. and that the Purchasers shall quietly enjoy, free from Incumbrances; for further Assurance, and that the further Assurance shall enure to the Purchaser; also a Covenant from each Trustee that he has not incumbered, see Tit. Covenant.) In Witness, &c.

A Conveyance by Lease and Release from a Mortgagor and his Mortgagees, to the Lord A. and his Trustee, of an Estate mortgaged in Fee, &c.

THIS Indenture Tripartite, &c. Between Sir J. M. of, &c. Vendor, and Dame P. his Wife, of the first Part, W. F. Merchant, W. D. Gent. and T. R. Gent. (three of the Executors of the last Will and Testament of W. T. Esq; deceased) Mortgagees, of the second Part, and the Right Honourable J. Lord A. (Purchaser) Baron of A. in the County of S. and M. N. of London, Esq; (a Person nominated by and in Trust for the said J. Lord A. of the third Part. **Whereas** by Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of the Release, and the Release bearing Date the 27th of, &c. and made, &c. between the said Sir J. M. of the one Part, and the said W. F. W. D. and T. R. of the other Part, in Consideration of the Sum of 2000 l. paid to the said Sir J. M. as therein is mentioned, The Capital Messuage therein and herein after mentioned, and several Closes of Pasture, Arable Land, Meadow Ground, Tithes and Hereditaments therein and herein after particularly mentioned, Were conveyed by way of Mortgage, unto and to the Use of the said W. F. W. D. and T. R. their Heirs and Assigns, *Subject* nevertheless to a Proviso or Condition in the same Indenture of Release contained for Reconveying the said Capital Messuage, Closes, Lands, Tithes and Hereditaments thereby conveyed as foresaid, unto the said Sir J. M. his Heirs and Assigns, upon Payment by him the said W. F. W. D. and T. R. of the Sum of — on certain Days therein mentioned for Payment thereof, and long since past: **And whereas** by Indenture bearing Date the third Day of, &c. and made or mentioned to be made between the said Sir J. M. of the one Part, and the said W. F. W. D. and T. R. of the other Part, (reciting the said Indentures of Lease and Release) the said Sir J. M. in Consideration of the further Sum of 500 l. (over and above the Principal Sum of 2000 l. mentioned to be the Consideration in the said Indenture of Release) to him paid as therein is mentioned, *Did* release unto the said W. F. W. D. and T. R. the said Proviso in the said Indenture of Release contained, *And did* ratify and confirm the said Capital Messuage, Closes, Lands, Tithes, Tenements and Hereditaments, with the Appurtenances, unto and to the Use of the said W. F. W. D. and T. R. their Heirs and Assigns, freed and discharged from all Provisoes and Agreements, for or concerning the Redemption or Reconveying of the same Capital Messuage, Tithes and Hereditaments to the said Sir J. M. his Heirs and Assigns, (other than the Covenants and Agreements therein after mentioned, and in the said Indenture of the third of December 17 — is contained a Proviso, and the said W. F. W. D. and T. R. did thereby covenant, &c. that upon Payment to them of 2562 l. 10 s. by the said Sir J. M. on certain Days therein mentioned and now past, they the said W. F. W. D. and T. R. would reconvey the Estates and Interest in the said Capital Messuage, Closes, Lands, Tithes, Tenements and Hereditaments to the said Sir J. M. his Heirs or Assigns, or to such Person or Persons as he and they should direct, as in and by the before in Part recited Indentures, Relation being thereunto respectively had, more at large may appear: **And whereas** there is now due unto the said W. F. W. D. and T. R. upon or by Virtue of the before recited Securities made to them for Principal and Interest, the Sum of 2870 l. **And whereas** the said J. Lord A. hath contracted and agreed with the said Sir J. M. for the absolute Purchase of the said Capital Messuage, Closes, Lands, Tithes, Tenements and Hereditaments, at and for the Sum of 5000 l. **Now this Indenture witnesseth,** that for and in Consideration of the said Sum of 2870 l. of, &c. to the said W. F. W. D. and T. R. in Hand paid by J. Lord A. (by the Direction of the said Sir J. M. testified by his being a Party to, and Signing and Sealing of these Presents) in full of all Principal and Interest Monies due unto them, upon or by Virtue of the said Securities, or by Virtue of any other Securities made of the said Capital Messuage, Closes, Lands, Tithes and Tenements herein after mentioned; **And** for and in Consideration of the Sum of 2130 l. of like lawful Money to the said Sir J. M. in Hand paid by the said J. Lord A. at or before the Sealing and Delivery of these Presents, the several and respective Receipts of which said several Sums of 2870 l. and 2130 l. (making together the said Sum of 5000 l.

Recitals, viz.
The Mortgage in Fee.

Subject to Redemption, &c.

A further Sum of 500 l. lent, for securing whereof,

Release of the Proviso in first Indenture, and Ratification of Premises to Mortgagees, &c.

Discharged of Provisoes, &c. Covenant for Mortgagees to reconvey on Payment of Principal and Interest.

Money due to Mortgagees for Principal and Interest. Purchase Contract. Considerations.

Part to Mortgagees, in full, &c.

Residue to Vendor,

5000*l.* Purchase Monies) the said *W. F. W. D.* and *T. R.* and Sir *J. M.* do hereby respectively acknowledge, and thereof and therefrom do respectively acquit, release and discharge the said *J. Lord A.* his Heirs, Executors, Administrators and Assigns, by these Presents; **Which** said Sum of 5000*l.* is hereby declared to be in full for the absolute Purchase of the Capital Messuage, Clofes, Lands, Tithes, Tenements and Hereditaments herein after mentioned and intended to be hereby granted and released, **And** is the same Sum of 5000*l.* mentioned as the Consideration Money in one Indenture of Bargain and Sale bearing even Date with these Presents, and made between the same Parties as are to these Presents, and intended to be inrolled in her Majesty's High Court of Chancery; **And** also for and in Consideration of the Sum of 10*s.* of like lawful Money to the said Sir *J. M. W. F. W. D.* and *T. R.* in Hand paid by the said *J. Lord A.* and *M. N.* the Receipt whereof is by them hereby likewise acknowledged, he the said Sir *J. M.* (at the Request of the said *J. Lord A.* testified by his being a Party to and Executing of these Presents) **hath** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** grant, bargain, sell, alien, release and confirm, and at the like Request, testified as aforesaid, and by the Direction and Appointment of the said Sir *J. M.* (testified also by his being a Party to, and Signing and Sealing of these Presents) the said *W. F. W. D.* and *T. R.* **have**, and each and every them **hath** bargained, sold, released and confirmed, and by these Presents **Do**, and each and every of them **Doth** bargain, sell, release and confirm unto the said *J. Lord A.* and *M. N.* (in their actual Possession now being by Virtue of a bargain and Sale to them thereof made by the said Sir *J. M. W. F.* and *T. R.* for one Year, in Consideration of 5*s.* of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between the said Sir *J. M. W. F. W. D.* and *T. R.* of the one Part, and the said *J. Lord A.* and *M. N.* of the other Part, and sealed and executed before the Execution of these Presents, and by Force of the Statute made for transferring of Uses into Possession) and their Heirs, **All** that Capital Messuage, &c. together with all Ways, Waters, &c. and all other the Messuages, Lands, Tithes, Tenements and Hereditaments whatsoever of him the said Sir *J. M.* or of the said *W. F. W. D.* and *T. R.* as Mortgagees of the said Sir *J. M.* or of any Person or Persons, in Trust for the said Sir *J. M.* or whereof or wherein he hath any Estate in Law or Equity, or any Equity of Redemption, situate, lying, &c. and the Reversion, &c. and also all the Estate, &c. and all Deeds, &c. **To have and to hold** the said Capital Messuage, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted and released, with their and every of their Appurtenances, unto the said *J. Lord A.* and *M. N.* their Heirs and Assigns, **To the Use** of the said *J. Lord A.* and *M. N.* their Heirs and Assigns for ever; **In Trust nevertheless**, as to the Estate of the said *M. N.* and his Heirs, for and for the only Use and Benefit of the said *J. Lord A.* and his Heirs; **And**, &c. (Covenant from Sir *J.* that he and his Lady will levy a Fine; Declaration to be to the Use of himself and Trustee, in Trust as to the Estate of *M. N.* for the only Use of said Lord *A.* Sir *J.* Covenants; lawfully seised; good Right; quiet Enjoyment; free from Incumbrances, except the recited Securities; a Lease, &c. further Assurance, excepting such Persons as may claim under the Lease, excepted). **In Witness**, &c.

in full for Purchase, &c.

The same Consideration as in a Deed to be inrolled.

10*s.* paid by his Lordship and his Trustee.

Grant from Vendor.

Release from the Mortgagees.

Lease for Years, &c.

General Words.

General Words of all Messuages, &c. of Sir *J.* and his Mortgagees, as in Possession of *A.* and *B.* in, &c.

Reversion, &c. and all Deeds, &c.

Habendum. As to the Estate to Trustee, &c. in Trust for his Lordship.

A Release and Confirmation of Lands from a Mortgagee with the Assent of the Mortgagor (he having paid off the Mortgage Money) to a Purchaser, in Pursuance of a Decree in Chancery.

THIS Indenture made, &c. **Between** *E. B.* (the Mortgagee) of, &c. of the first Part, the Reverend *R. L.* of, &c. and *L.* his Wife, (the Mortgagors) of the second Part, and the Right Honourable *E.* Earl of, &c. and — Executors and Trustees named in the last Will and Testament of the most Noble *J. Duke* of, &c. deceased, of the third Part. **Whereas**, &c. (Recital of a Mortgage to *E. B.*) **And whereas** the said *R. L.* hath paid to the said *E. B.* the Sum of, &c. in full for Principal and all Interest due on the said recited Mortgage: **And whereas** the said *E.* Earl of, &c. and, &c. have, pursuant to an Order of the High Court of Chancery, purchased of the said *R. L.* and *L.* his Wife, (together with the Manor of *C.*) **All** and singular the said Messuage, &c. in the said recited Indenture contained, for the Sum of, &c. **Now this Indenture witnesseth**, that for the Consideration aforesaid, and in Consideration of the Sum of 10*s.* to the said *E. B.* in Hand, &c. the Receipt, &c. and for divers, &c. **He** the said *E. B.* **hath** granted, bargained, sold and released, and the said *R. L.* and *L.* his Wife **have**, and each of them **hath** ratified and confirmed, and by these Presents **Doth** (by the Direction and Appointment of the said *R. L.* and *L.* his Wife, testified, &c.) bargain, &c.

and

and the said R. L. and L. his Wife **Do**, and each of them **Doth** ratify and confirm unto the said E. Earl of, &c. and, &c. (in their actual, &c. from the said E. B. and R. L. and L. his Wife, for, &c.) and their Heirs, **All** and singular the said, &c. to him the said E. B. and his Heirs, in and by the said recited Indentures of Lease and Release bargained, &c. as aforesaid, with their and every of their Appurtenances, and the Reversion, &c. and all the Estate, &c. of them the said E. B. and R. L. and L. his Wife, and every of them, in and to the same Premises, and every Part, &c. **To have and to hold** the said, &c. and all and singular other the Premises hereby bargained, &c. ratified and confirmed, or meant, &c. with their, &c. unto the said E. Earl of, &c. and, &c. their Heirs and Assigns, **To** the only Use and Behoof of them the said E. Earl of, &c. and, &c. their Heirs and Assigns for ever. (Covenant from E. B. that he has done no Act of Incumbrance). **In Witness, &c.**

Release from the Heir and Widow of the deceased, of a Manor, &c. in Pursuance of a Decree in Chancery, for Sale before a Master; where each received their Proportion of the Consideration Money, and other Part is paid to discharge a Mortgage and a Judgment, which are assigned to protect the Title.

THIS Indenture Tripartite, made, &c. **Between** A. of — Brother and Heir of B. late of — deceased, of the first Part, C. of — Widow, Relict of the said B. of the second Part, and D. of — of the third Part. **Whereas** in a Cause depending in the High Court of Chancery, between the said C. Complainant, and the said A. and others Defendants, it is by a Decree of the Court, made on *Wednesday* the — in the — Year of the Reign of — ordered, that the Manor, Lands and Premises hereunder granted, should be sold to the best Purchaser, to be approved of by one of the Masters of the said Court, and that all Persons concerned should join in the Sale thereof, and the said D. is by the Master certified to be the best Purchaser, at and for the Sum or Price of — l. as by the said Master's Certificate may appear; and thereupon the said Premises, and the Fee-simple and Inheritance thereof, are in Pursuance of the said Decree of the said Court, to be conveyed and assured unto the said D. his Heirs and Assigns: **Now therefore this Indenture witnesseth**, that for and in Consideration of the Sum of — of lawful, &c. to the said A. and of the Sum of — to the said C. in Hand, at, &c. by the said D. well, &c. the Receipt, &c. which said, &c. (as in Tit. **Consideration**); they the said A. and C. **Have** granted, &c. and by, &c. **Do**, and each of them **Doth** grant, &c. unto the said D. (in the actual Possession, &c. by Indenture *Tripartite*, &c.) and to the Heirs and Assigns of the said D. for ever, **All** that, &c. and the Reversion, &c. and all yearly and other Rents, &c. and also all the Estate, &c. together with all and singular Deeds, &c. **To have and to hold**, &c. (Covenants from A. that he is lawfully seised, hath Right to convey, and that D. shall peaceably enjoy, free from Incumbrances, (except a Mortgage and Judgment, which are assigned by the Direction of D. in Trust for him, and except a Lease, &c.) and from C. for peaceable Enjoyment, free from Incumbrances, (except as before) and from A. and C. to make further Assurance to enure to the Purchaser). **In Witness, &c.**

Perused by Sir E. N. for the Purchaser, and by Mr. C. for the Widow, who said, that she was (or ought) not to covenant against her Husband's Act, or any others but her own, nor to give a Warranty.

Release from the Heir, Trustees, Legatees, and Creditors of the Testator, of Part of Lands (ordered to be sold before a Master in Chancery) which were charged by Will, for the Payment of his Debts and Legacies. The Consideration Money paid to one of the Creditors in Part of his Debt.

THIS Indenture Quadripartite made, &c. **Between** A. of — Widow and Relict of B. late of — deceased, C. of — eldest Son and Heir of the said B. deceased, F. of — Son of the said B. deceased, G. of — and H. G. his Wife, Daughter of the said B. deceased, of the first Part, D. of — of the second Part, J. of — and K. of — of the third Part, and E. of — of the fourth Part. **Whereas** the said B. deceased, by the Name of — did by his last Will and Testament in Writing, bearing Date, &c. devise to the said A. D. and L. (since deceased) and their Heirs, all his Freehold Messuages, &c. upon Trust, that they the said Trustees should stand seised thereof, in the

Recital of the Decree.

Consideration.

Recital of Will.

the first Place, to permit the said *A.* his Wife, to receive the Rent for her Life, 80 *l.* per *Ann.* by quarterly Payments; and in the next Place, that his said Estate should stand charged (in case his Personal Estate should fall short of doing thereof) with the Payment of 1200 *l.* to his Son the said *F.* and with 600 *l.* to his Daughter, then *H. S.* Widow, and now *H. G.* Wife of the said *G.* to be paid to them in such Manner as therein is mentioned; and after Payment of his said Children's Portions, or so much thereof as his Personal Estate should fall short of paying, and charged therewith, the said *B.* deceased, did thereby declare the said Trustees should stand seised thereof, in Trust for his eldest Son the said *C.* for his Life, and after his Decease, in Trust for the eldest Son of his said Son *C.* lawfully to be begotten, and the Heirs of his Body lawfully to be begotten, and so to all other the Son and Sons of the said *C.* lawfully to be begotten, severally and successively according to Seniority, and the Heirs of their respective Bodies issuing; and for want of such Issue Male of the said *C.* then the said Trustees should be seised of the said Premises in Trust for the said *F.* for his Life, and after his Decease, then in Trust for the first Son of the said *F.* and the Heirs of his Body; and for Default of such Issue, then in Trust for all other the Son and Sons of the said *F.* severally and successively, and the Heirs of their respective Bodies issuing, with other Remainders over; and hath therein willed, that notwithstanding any Devise, Trust or Limitation therein above mentioned, his said Trustees, the Survivors or Survivor of them, should and might (in case the Portions therein above mentioned should not be raised by or out of his Personal Estate, as the same should become due,) sell and dispose of the Inheritance of so much of the said Lands so devised unto them in Trust, which to them should seem fitting, as with the Money raised by Sale thereof should be sufficient to pay and discharge the same, which Lands so sold should be free and clear of and from the Annuity of 80 *l.* per *Ann.* and of the Trusts and Intails therein above mentioned; any Thing therein contained to the contrary notwithstanding; and did thereby charge his Personal Estate, not therein specifically disposed of, with the Payment of his just Debts, and the Particulars therein given; and in the next Place, with the said 1200 *l.* and 600 *l.* as far as the same would go, and gave the Rest of his Personal Estate, not therein otherwise disposed of, to his said Son the said *C.* and made the said *A. C. F.* and *H. G.* Executors of his said Will; **And** by a Codicil annexed thereto, dated, &c. the said Testator charged the said Estate with a further Sum of 8000 *l.* to the said *F.* and 400 *l.* to the said *H. G.* as by the said Will and Codicil, Relation being thereunto respectively, &c. **And whereas** the said *G.* and *H.* his Wife, and the said *F.* in Order to be paid their respective Legacies, did exhibit their Bill in the High Court of Chancery against the said *C. M.* and *N.* his two Sons, Infants, the said *A. D.* and *R.* unto which said Bill all the Defendants answered, and the Court, on or about the — Day of — on hearing of the said Cause, did decree, that the said *C.* and the only acting Executor, should come to an Account before — one of the Masters of the said Court, for the Personal Estate of the said Testator *B.* come to his Hands, or to the Hands of any other Person for his Use; and the said Master was thereby ordered to take an Account what the Debts and Legacies of the said Testator amounted to, and whether the Personal Estate of the said Testator would be sufficient to pay the same; and if it should appear that the said Personal Estate was not sufficient to satisfy the said Debts and Legacies; then it was thereby further ordered, that the said Master should look into the said Testator's Real Estate, and certify to the said Court what Part thereof was fit to be sold or mortgaged, to raise Money to pay what the Personal Estate should fall short of satisfying: **And whereas** the said Master by his Report, dated on or about the — in Pursuance of the said Order of the — Day of — certified to the Court, that the whole Personal Estate of the said Testator then received and come to the Hands of the said *C.* amounted to 3270 *l.* 13 *s.* 6 *d.* and that the said Defendant *C.* had, since the Testator's Death, paid several Sums of Money for and on Account of the said Testator's Debts, Legacies, and other Matters relating to the said Executorship, amounting to 2658 *l.* 4 *s.* which being allowed to the said Defendant *C.* and deducted out of the said Personal Estate come to his Hands, doth reduce the same to the Sum of 612 *l.* 9 *s.* 6 *d.* and that there then remained unpaid to the said *G.* the said Legacy of 1000 *l.* and a Debt of 500 *l.* both amounting to 1500 *l.* to the said *J.* 1300 *l.* to the said *F.* 1300 *l.* to the afore-said *K.* 300 *l.* and to the said *A.* 200 *l.* all amounting to 4600 *l.* which is more by 3987 *l.* 10 *s.* 6 *d.* than the said Personal Estate in the Hands of the said *C.* was sufficient to satisfy, and thereby certified the Particulars of the said Testator's Real Estate in the said County of — charged by his said Will with the Payment of such of his Debts and Legacies, as his Personal Estate should fall short to satisfy; and that the same amounted in the whole to 325 *l.* 10 *s.* per *Ann.* and that it should be for the Advantage of the Defendant

Codicil.

Decree.

Master's Report.

Order for
confirming
the Report.

Report for al-
lowing the
Purchaser,

and Confir-
mation there-
of.

Consideration.

Grant.

Parcels.

Habendum.

to mortgage or sell the whole Estate for Payment of the said Testator's Debts and Legacies remaining unsatisfied: **And whereas** the said — on or about — the — Day of — upon hearing the said Cause upon the said Master's Report, and on reading the said Report, did Order and Decree that the said 3987*l.* 10*s.* 6*d.* should be raised by Sale or Mortgage of the said Testator's Estate, and it was thereby referred to the said Master to see the same either sold or mortgaged, as he should judge most for the Advantage of the Parties interested therein; and in Case a Sale should be made of the said Estate, or any Part thereof, for raising the said Money, it was thereby further ordered, that the said Master should allow of a Purchaser, and see the Overplus of the Money arising by such Sale, over and above what should satisfy the said Demands and pay the Costs of the said Suit, disposed of according to the Intent and Meaning of the Testator's said Will: **And whereas** — one of the Masters of the said Court (to whom the former Reference was transferred) hath by his Report dated on or about the — Day of — allowed the said *E.* to be the best Purchaser of the — herein after mentioned, and hereby granted and released, or mentioned or intended so to be, (which said Estate is Part of the said Estate devised by the said Testator's said Will) at the Rate of 470*l.* which said last mentioned Report hath been since confirmed and made absolute by two several Orders of the said Court; the one dated on or about the — and the other on or about the — as by the said recited Decretal Orders, Reports and other Orders, Relation being thereunto severally had, &c.

Now this Indenture witnesseth, that for and in Consideration of the said Sum of 470*l.* of, &c. by the said *E.* to the said *J.* at or before the Ensealing, &c. (by the Direction and Appointment of the said *C.* and with the Consent of the said *A. F. G.* and *H.* his Wife, *D.* and *K.* testified by their Signing and Sealing thereof) well and truly paid, for and in Part of the said Debt of 1300*l.* so as aforesaid due and owing to him the said *J.* by and from the said *B.* deceased, or from his Estate, and in Consideration of 5*s.* a-piece of like lawful Money to the said *A. C. F. G.* and *H.* his Wife, *D.* and *K.* respectively, by the said *E.* likewise well and truly paid, the Receipt, &c. they the said *A. C. F. G.* and *H.* his Wife, *D.* and *K.* **Have**, and each of them **Doth** granted, &c. and by these Presents, in Obedience to and Pursuance of the said recited Decretal Order of the said Court of Chancery, dated on or about the said — and by and with the Consent, Direction and Appointment of the said *J.* testified, &c. and likewise the said *J.* **Doth**, and each and every of them **Doth** grant, &c. unto the said *E.* (in his actual Possession, &c. by them the said *A. C.* and *D.* and in Consideration of 5*s.* a-piece by Indenture, &c.) and to the Heirs and Assigns of the said *E.* for ever, **All** that, &c. and the Reversion, &c. and also all the Estate, &c. of them the said *A. C. F. G.* and *H.* his Wife, *D.* *J.* and *K.* and every or any of them, or any other Person or Persons in Trust for them, or any of them, or for their or any of their Use or Uses, of, in, to or out, &c. by Force, Virtue or Means of the said recited last Will of the said *B.* deceased, or by any other Ways or Means, Right or Title whatsoever or howsoever, together with all and singular Deeds, &c. **To have and to hold**, &c. (as usual) **And**, &c. [*C.'s Warranty against himself and all other Persons; Covenant from A. C. F. G. and D. that the said A. C. F. G. and H. his Wife, and D. shall levy a Fine from the Widow and Trustee, that they have not incumbered; from the Heir, that he, the Widow or Trustee, is seised in Fee; that they and the Legatees have Power to grant, and that the Vendee shall quietly enjoy; and lastly, that all the Vendors will make further Assurance. Vide Tit. Covenants.*] **In Witness**, &c.

Perused by Mr. Mynshall.

Release from Devisees in Trust, and a Legatee, of several Messuages mortgaged by the Testator, (who devised the same to be sold for the Payment of the Mortgage Money, and the Surplus to the Legatees) to the Mortgagee, who paid the Consideration for the Equity of Redemption to the Legatees, by Direction of the Trustees.

THIS Indenture Tripartite, made, &c. **Between** *A.* of — (surviving Devisee named in and by the last Will and Testament of *B.* late of, &c. deceased) of the first Part, *C.* of — (the only Brother of *D.* late of — formerly the Husband of the said *B.* also deceased) *E.* of — and *M.* his Wife, *F.* of — and *N.* his Wife, and *G.* of — and *O.* his Wife, (which said *M.* Wife of the said *E.* *N.* Wife of the said *F.* and *O.* Wife of the said *G.* are the three Daughters of the said *C.*) of the second Part, and *H.* of — (the Mortgagee, and now Purchaser of the Equity of Redemption) of the third Part.

Part. **Whereas** the said B. deceased, did make her last Will and Testament in Writing, bearing Date — and did thereby, amongst several other Gifts and Bequests, give, devise and bequeath unto P. of — and the aforesaid A. (by the Name of A. of —) &c. (Upon Trust to sell the Premises to pay off the Mortgage Money, and the Surplus to be put out at Interest for the sole Benefit of C. for Life, and after his Death such Surplus to be equally divided amongst his three Daughters); **And** the said B. did name and appoint the said P. and A. Executors of her said Will, as thereby, Relation, &c. amongst other Things, &c. appear: **And whereas** the said P. is since deceased: **And whereas** the said H. has agreed for the absolute Purchase of the said Messuages and Premises: **Now this Indenture witnesseth**, that for and in Consideration of 5 s. of lawful, &c. to the said A. and of the Sum of 13 l. 5 s. of like Money to the said C. and of the Sum of 13 l. 5 s. of like Money to the said E. and M. his Wife, and of the like Sum of 13 l. 5 s. of, &c. to the said F. and N. his Wife, and of, &c. (the like) to the said G. and O. his Wife, by the said H. well and truly paid, by the Direction of the said A. surviving Executor of the said B. as aforesaid, testified, &c. making together the Sum of 53 l. which together with the Sum of 52 l. due and owing for Principal and Interest upon the Indenture of Demise or Mortgage of the said Premises made by the said B. deceased, makes in all the Sum of 105 l. and is in full for the absolute Purchase of the Messuages and Premises aforesaid, and herein after mentioned to be sold and released; and is also in full of and for all or any Sum or Sums of Money, and other Benefit and Advantage accruing, given or payable to them the said C. and his aforesaid three Daughters, or any of them, out of, for or in Respect of the said Premises, or by Sale thereof, by the said Will of the said B. deceased, or otherwise howsoever, the Receipt of which said several and respective Sums of Money the said A. &c. do hereby severally and respectively acknowledge, and thereof, &c. he the said A. in Pursuance of the Trust in him reposed in and by the said Will, and likewise the said C. E. and M. his Wife, F. and N. his Wife, and G. and O. his Wife **have**, and each of them **have** granted, &c. and by, &c. unto the said H. (in the actual Possession, &c. by Virtue, &c. to him thereof made by the said A. C. E. F. and G. in Consideration of 5 s. a-piece, &c. by Indenture Tripartite, bearing Date, &c. and made between the said A. of the first, the said C. E. F. and G. of the second Part, and the said H. of the third Part, and by Force, &c.) and to the Heirs and Assigns of the said H. for ever, **All** those, &c. and the Reversion, &c. and also all the Estate, &c. together with all and singular Deeds, &c. **To have and to hold**, &c. (as usual): **And**, &c. (Warranty from A. C. E. F. and G. and then covenants from A. for himself, his Heirs and Assigns, E. for himself, Wife, and their Heirs and Assigns, and the same for F. and G. and their Wives, &c. that some of them is seised in Fee, and have Power to grant; and that H. his Heirs and Assigns, may peaceably enjoy, free from Incumbrances; and that they will make further Assurance, to enure to the Purchaser) **In Witness**, &c.

Release from Husband and Wife and their Trustee, (with the Consent of the Wife's Mother) pursuant to a Settlement before Marriage, on the Husband and Wife, and for several Uses, but revocable during their joint Lives, with Liberty to mortgage or sell the Premises with such Consent.

THIS Indenture Tripartite, made, &c. **Between** A. of — and D. his Wife, one of the Daughters of E. late of — deceased, and B. of — of the first Part, F. Widow and Relict of the said E. of the second Part, and C. of — of the third Part. **Whereas** by Indenture Tripartite, made, &c. between the said E. and F. his Wife of the first Part, the said B. of the second Part, and the said A. and D. his Wife of the third Part, [Reciting therein, (that the Premises hereby released were conveyed to one G. (since deceased) and said B. in Trust for said E. and that E. by several Indentures declared several Trusts, with Power of Revocation, and that E. by Indenture dated before said Indenture Tripartite, revoked the said Trusts, and limited other Trusts, with the like Power of Revocation, and to declare new Trusts; and further reciting the Marriage had between said A. and D.) and the said E. by said recited Indenture Tripartite, in Pursuance of Articles of Agreement therein also recited, revoked the Trusts declared, and declared that B. should stand seised in Trust for E. and his Assigns during his Life, then for A. during his Life, then for D. and his Wife and her Assigns for her Life, and after their Death, in Trust for their Children, &c. and that said A. and D. during their joint Lives, might sell or mortgage the Premises, and for that Purpose should have Power to revoke the Trusts appointed, and limit new Trusts, so that such Sale or Mortgage be made during the Lives and with the Consent of said E. and F. or the Survivor]:

Recitals.
Of Settlement
before Mar-
riage.

E.'s Death.
Agreement
for Purchase.
Revocation.

Release.

vivor]: **And whereas** the said *E.* is since departed this Life: **And whereas** the said *C.* hath agreed with the said *A.* and *D.* his Wife, for the Buying and Purchasing of the afore-
said — **Now** therefore to the Intent, and for making the Sale thereof accordingly,
This Indenture witnesseth, that the said *A.* and *D.* his Wife, by and with the Con-
sent and Approbation of the said *F.* testified by her being a Party to, and Signing and
Sealing these Presents, in the Presence of the three Witnesses indorsing their Names there-
on, according to the Power to them reserved and given, in and by the said recited Inden-
ture as aforesaid, **Do** by these Presents, sealed, signed and executed by them, in the Pre-
sence of the three Witnesses indorsing their Names thereon, absolutely revoke, determine
and make void all and every the Trust and Trusts declared, limited or appointed of and
concerning the aforesaid — with the Appurtenances, for the Children of them the said
A. and *D.* his Wife, and their Issue, as in the said recited Indenture is mentioned. **And**
this Indenture further witnesseth, that for and in Consideration of the Sum of —
of, &c. to the said *A.* and *D.* his Wife, or one of them, in Hand, at, &c. by the said *C.*
well, &c. and in Consideration of 5 s. of like Money to the said *B.* in Hand, &c. by the
said *C.* likewise paid, the Receipt, &c. the said *A.* and *D.* his Wife, and (by their Di-
rection, Consent and Appointment, testified by their Signing and Sealing these Presents)
the said *B.* **Have** bargained, sold, aliened, enfeoffed, released and confirmed, and by these
Presents **Do**, and each of them **Doth** (by and with the Consent and Approbation of the
said *F.* testified by her being a Party to, and Signing and Sealing these Presents in the
Presence of three Witnesses thereto, and whose Names are indorsed thereon) fully and ab-
solutely bargain, &c. unto the said *C.* (in his actual Possession, &c. by Virtue, &c. by the
said *A.* and *B.* in Consideration of 5 s. a-piece of lawful, &c. by Indenture, &c.) and to
the Heirs and Assigns of the said *C.* for ever, **All** those, &c. **To have and to hold**,
&c. **And**, &c. (Covenant from *A.* for himself and Wife, that they and said *B.* will levy a
Fine; that they, or some of them, are seised in Fee-simple, and have Power to convey; and
that *C.* shall quietly enjoy, free from Incumbrances, Rents and Services excepted. Vide Tit.
Covenants). **And also** freed, &c. (from a proportionable Part of an Annuity, &c.
charged on the Premises). **And lastly**, (that *A.* and *D.* his Wife, and *B.* will make further
Assurance, to the Use of the Purchaser; and then a covenant from the Vendor to indemnify the
Trustee on his joining in the Sale. Vide Tit. Covenants). **In Witness**, &c.

*Release from Husband and Wife, and the Wife's Trustee, of the Freehold Part of
a Farm, and of the other Part that is Copyhold, (which the Vendor covenants to
surrender, being Part of Lands settled on the Wife for Life to her separate
Use, and the Remainder to whom she should appoint, with Recital of such Ap-
pointment precedent to this Conveyance, to enable the Parties to grant to the
Purchaser.*

Recitals.
Of Deed of
Limitation of
Trusts.
Agreement
for Sale.
Appointment
by Deed, vide
Tit. Ap-
pointment.

THIS Indenture, made, &c. **Between** *A.* of — and *B.* his Wife, and *C.* of
— of the one Part, and *D.* of — of the other Part. **Whereas** by Indenture,
&c. (Recital of a Deed of Limitation, whereby said *C.* should stand seised in Trust for *E.* for
Life, then that *C.* should pay said *B.* Daughter of *E.* and now Wife of *A.* (exclusive of her
Husband) all the Rents, &c. during her Life, or to her Appointment, &c. and for want
thereof, to the Heirs of *B.*) **And whereas** the said *B.* hath agreed absolutely to sell and
convey the said Premises unto the said *D.* and his Heirs for ever, and for that Purpose the
said *B.* according to the Power and Appointment to her in that Behalf given, declared and
made, in and by the said recited Indenture, did by Writing under her Hand and Seal
alone, bearing Date, &c. signed and sealed in the Presence of three several Persons, whose
Names are indorsed as Witnesses on the Back of the said Writing, authorise, direct and
appoint the said *C.* to pay or cause to be paid unto the said *D.* or his Assigns, all the Rents,
&c. of, &c. during her Life, and after her Decease, in Trust for the said *D.* his Heirs or
Assigns, in Pursuance of the afore mentioned Limitation of Trust: **Now this Indenture**
witnesseth, that for and in Consideration of the Sum of — of, &c. to the said *B.* for
her own separate Use, in Hand well and truly paid by the said *D.* at, &c. and in Considera-
tion of 5 s. of, &c. to the said *A.* and *C.* in Hand, &c. by the said *D.* well, &c. the
Receipt, &c. respectively acknowledge, &c. the said *A.* and *B.* his Wife, and the said *C.*
by the Direction and Appointment of the said *B.* testified, &c. and in Pursuance of the
said Deed Poll, under the Hand and Seal of the said *B.* alone, **Have**, and either and every
of them **Doth** bargained, sold, aliened, released and confirmed, and by, &c. **Do**, and
either of them **Doth** fully, &c. unto the said *D.* (in his actual Possession, &c. by Vir-
tue, &c. by the said *A.* and *B.* his Wife, and *C.* for the Term, &c. by Indenture, &c.)
and

and his Heirs and Assigns, All such Part and Parcel, and so much as is Freehold of all that the said Messuage, &c. Reuate, &c. in the said recited Indenture mentioned, then to be in the Occupation of, &c. and the Reversion, &c. all the Estate, &c. **To have and to hold, &c. And, &c.** (Covenant from A. that he, his Wife and C. will surrender such of the Premises as are Copyhold; that the Vendors are seised in Fee, and have Power to grant; and that the Vendee shall peaceably enjoy, such and such Things being the Freehold Part of the Premises, and such and such being the Copyhold Part, free from any Gifts, &c. pursuant to the Wills of L. M. Son of E. and L. jun. &c. and free from all Incumbrances except the Rents and Services, &c. For further Assurance to the Use of the Purchaser, from all the Vendors, to indemnify the Trustee. Vide Tit. **Covenants**). **In Witness, &c.**

Release from a Husband and Wife, and her Son and Heir apparent by a former Marriage, and a surviving Trustee of the Marriage Settlement, and Mortgagees, of Lands limited by the Settlement to the separate Use of the Wife, which she mortgaged for the Advancement of her Son to two Purchasers, who discharged the Mortgages.

THIS Indenture Tripartite, made, &c. Between A. of — B. now Wife of the said A. and formerly named B. C. of — Widow, D. Son and Heir apparent of the said B. C. and E. of — surviving Trustee, named and appointed by and for the said B. C. of the first Part, F. of — and G. of — (Mortgagees) of the second Part, H. of — and J. of — (Purchasers) of the third Part. Whereas by Indentures of Lease and Release, bearing Date, &c. made between the said B. A. (by the Name of B. C. of — Widow) of the first Part, the said A. (by the Name of A. of —) of the second Part, and K. of — (since deceased) and the said E. (Trustees named and appointed by and for the said B. C.) of the third Part, &c. (Recitals of Settlement before the Marriage of said A. with B. C. whereby B. C. conveyed the Premises, upon Trust for her separate Use for Life, (notwithstanding the intended Coverture), and after her Decease to the Appointment of her Deed or Will): And whereas by Indentures of Lease and Release, bearing several Dates, the Lease on or about, &c. made between the said B. A. and the said E. of the one Part, and the said F. and G. of the other Part; and the Release bearing Date on, &c. and made between the said B. A. and E. of the first Part, the said D. of the second Part, and the said F. and G. of the third Part, (reciting in Part the said recited Indenture of Release, as herein before is recited; and further reciting, that the said B. A. had occasion to borrow 450 l. to accommodate and prefer the said D. in the World, which the said F. and G. therefore had paid and lent unto her the said E. at the Request, and by the Direction and Appointment of the said B. A. testified by her being a Party to, and Signing and Sealing of such last recited Indenture or Release) she the said B. A. hath granted, &c. (to F. and G. the Premises, to hold to them, and their Heirs and Assigns) for Security of said 450 l. and Interest, under a Proviso, that if the said B. A. should pay F. and G. 472 l. 10 s. on, &c. then F. and G. would convey the Premises to said E. or such Person, &c. as B. A. (Covert or Sole) should appoint, and for want thereof to the Use of B. A. her Heirs and Assigns): And whereas by Indorsement on the last recited Indenture under the Hand and Seal of the said B. A. and E. (reciting that B. A. (for the further Advancement of her said Son) had received of the said F. and G. (600 l. more, which is by the said Indorsement further charged on the Premises) as by the said last recited Indenture, and Indorsement thereon, and the said other Indentures, Relation, &c. And whereas the said Principal Sums of 450 l. and 600 l. nor either of them, or any Part thereof, were not paid to the said F. and G. on the Days of Payment respectively mentioned in the said Proviso, contained in the last recited Indenture of Release and Indorsement thereon, nor at any Time since, save only Interest of the said 450 l. And whereas the said B. A. having received and borrowed the said two several Sums as aforesaid, and having occasion for further Money for the Advancement and Preferment of the said D. her Son in the World, hath, by and with the Approbation of the said A. come to an Agreement with the said H. and J. for their perfect and absolute Purchase of the aforesaid Premises in Manner following: **Now this Indenture witnesseth, that by Virtue and in Pursuance of such Trust and Power aforesaid, as also of such Agreement, and for and in Consideration of the Sum of 1050 l. of lawful, &c. to the said F. and G. in Hand, by the said H. and J. in Place or Stead, and upon the Request, and by the Direction and Appointment of the said B. A. (testified, &c.) well and truly paid, at, &c. (being in full of all Principal Money and Interest due upon the said last in Part recited Indenture, or Mortgage and Indorsement thereon) and for and in Consideration of the further Sum of 50 l. of like Money to the said**

B. A. and (by and with her Consent and Direction) to the said *D.* or one of them in Hand by the said *H.* and *J.* at, &c. likewise paid, which together with the aforesaid Sum of 1050*l.* makes in all the Sum of 1100*l.* (being the full Sum of Money agreed to be paid for the above Purchase of the said Messuages, &c. and for and in Consideration of 5*s.* apiece to the said *E. A.* and *B.* his Wife, and *D.* the same Fine by the said *H.* and *J.* likewise paid, the Receipt, &c. they the said *F.* and *G.* by and with the Consent, Direction and Appointment of the said *B. A.* (testified, &c.) and the said *A. B. A.* and *D.* and by and with as well her Consent, Direction and Appointment, as also the Consent of the said *B. A.* and *D.* (testified as aforesaid) and the said *E. Have*, and each of them *hath* granted, &c. and by, &c. *Do*, and each and every of them *Doth* fully, freely and absolutely grant, &c. unto the said *H.* and *J.* (in their actual Possession, &c. by Force and Virtue, &c. by Indenture Tripartite between, &c. (same Parties as to this Release) and to the Heirs and Assigns of the said *H.* and *J.* for ever, All that the aforesaid Messuage, &c. and the Reversion, &c. and further also all and all manner of Estate, &c. Equity of Redemption, Claim, &c. whatsoever in Law and Equity, of them the said *F.* and *G.* *E. A. B. A.* and *D.* every or any of them respectively, of, into, &c. *To have and to hold*, &c. *And*, &c. (Covenant from *F.* and *G.* *E. A.* and *B.* his Wife, and *D.* for themselves severally, and said *A.* for said *B.* his Wife, to levy a Fine; from the Mortgagees and Trustees, that they have not incumbered; from *A.* and *D.* jointly and severally, that notwithstanding any Act of them or *B. A.* the said *B. A. E. F.* and *G.* or some of them are seised in Fee-simple, and have Power to grant; and that the Vendees shall quietly enjoy, free from Incumbrances; and that *A. B. A. F. G. E.* and *D.* will make further Assurance to enure to the Purchasers. Vid. Tit. Covenants.) In Witness, &c.

Perused by Sir Edward Northey.

Release from the Releasors in the preceding Conveyance to the Trustee therein named, declaring the Purchase made in Trust for him.

Recital of
preceding
Conveyance.
Declaration
of Trust.

THIS Indenture made, &c. Between *H.* of — and *J.* of — of the one Part, and *E.* of — of the other Part. *Whereas* by Lease and Release Tripartite, &c. (Recital of the last Conveyance) Relation, &c. *Now this Indenture witnesseth*, that the said *H.* and *J.* do hereby for themselves, their Heirs, Executors, Administrators and Assigns, severally acknowledge and declare the said Sum of 1100*l.* the Consideration Money mentioned to be by them paid, in and by the said recited Indenture of Release, for the Purchase of the Premises to them conveyed as aforesaid, was the proper Money of and belonging to the said *E.* and that the said Messuage, &c. in and by the said recited Indentures of Lease and Release, mentioned or intended to be granted, sold, released and conveyed, are so granted, sold, released and conveyed unto them the said *H.* and *J.* and their Names are used in the said recited Indentures in Trust only, and for the Use of the said *E.* his Heirs and Assigns, and for no other Use or Purpose: *And therefore this Indenture further witnesseth*, that they the said *H.* and *J.* in Pursuance of the Trust in them reposed as aforesaid, and in Consideration of 5*s.* apiece of lawful, &c. well and truly paid by the said *E.* the Receipt, &c. they the said *H.* and *J.* *Have*, and each of them *hath* granted, &c. and by, &c. *Do*, and each of them *Doth* grant, &c. unto the said *E.* (in his actual Possession, &c. by the said *H.* and *J.* by Indenture, &c.) and to the Heirs and Assigns of the said *E.* for ever, All that, &c. of them the said *H.* and *J.* and either of them, of, in, to, &c. by Virtue of the said recited Indentures of Lease and Release, and by any other Ways or Means whatsoever or howsoever; together with all and singular Deeds, &c. *To have and to hold*, &c. (Add a Covenant that the Releasors have not Incumbered). In Witness, &c.

A Transfer (by Lease and Release) of two several Mortgages in Fee, in one whereof an Infant Heir conveys, by Virtue of the Statute of 7 Annæ.

THIS Indenture Quadripartite made, &c. Between *J. D.* of, &c. and *M.* his Wife of the first Part, *H. M. B.* of, &c. and *T. B.* of, &c. an Infant under the Age of 21 Years, that is to say, of the Age of 18 Years or thereabouts, Grandsons and Residuary Legatees named in the last Will and Testament of *J. M.* late of, &c. deceased; which said *H. M.* is also Heir at Law of the said *J. M.* *J. V.* of, &c. surviving Executor and Trustee of the last Will and Testament of the said *J. M.* of the second Part, *R. B.* of, &c. of the third Part, and *E. J.* of, &c. Widow, of the fourth Part. *Whereas* by Indenture of Lease and Release, the Lease bearing date, &c. and the said Release bearing Date

Date the 2d Day of *March*, &c. and made, &c. between *R. E.* of, &c. and *E.* his Wife of the one Part, and the said *J. M.* of the other Part (*Reciting* as in the said Indenture of Release is recited) they the said *R. E.* and *E.* his Wife for and in Consideration of the Sum of 160 *l.* of, &c. did bargain, &c. unto and to the Use of the said *J. M.* her Heirs and Assigns, **All** those two Messuages, &c. to hold the said Messuages, &c. unto and to the Use of the said *J. M.* her Heirs and Assigns for ever, *Defeasible nevertheless, and subject* to a Proviso or Condition in the said recited Indenture of Release contained for making void thereof on Payment of the Sum of 168 *l.* of, &c. by the said *R. E.* his, &c. unto the said *J. M.* her, &c. on the Day and Times and in Manner and Form as in the said recited Indenture of Release is particularly mentioned, as in and by, &c. **And whereas** the said *J. M.* is since dead having first made and duly published her last Will and Testament in Writing, bearing Date, &c. whereby she gave and devised all her real and personal Estates unto her Grandsons the said *H. M. B.* and his Brother *T. B.* equally to be divided between them, and made and appointed *J. B.* and *J. D.* both since deceased, and the said *J. V.* Executors and Trustees of her said Will: **And whereas** by Indentures of Lease and Release bearing Date respectively the 16th and 17th Days of *June*, &c. and made, &c. between the said *R. E.* and *E.* his Wife of the one Part, and the said *J. D.* of the other Part, the said Indenture of Release, reciting the said Indenture of Lease and Release of the first and second of *March*, &c. herein before recited, and also reciting that there was the Sum of 196 Pounds due to the Executors of the said *J. M.* for Principal and Interest, on the said recited Mortgage, and that the said *J. D.* had purchased of the said *R. E.* and *E.* his Wife, the Equity of Redemption of the said mortgaged Premises, they the said *R. E.* and *E.* his Wife, in Consideration of 196 Pounds to be paid to the said *H. M. B.* and *T. B.* and of 40 *l.* in Hand paid to the said *R. E.* did bargain, sell, release and confirm unto the said *J. D.* his Heirs and Assigns, *All* those the said two Messuages, &c. herein before particularly mentioned, and in and by the said first recited Indentures of Lease and Release bargained and released; *To hold* the same unto the said *J. D.* his Heirs and Assigns for ever; *Subject nevertheless* to the Payment of the Sum of 196 *l.* to be paid at *Michaelmas* then next, with the Interest, from thence to grow due on the said recited Mortgage made to the said *J. M.* as aforesaid, as in and by the said recited Indentures of Lease and Release, Relation, &c. **And whereas** by Indentures of Lease and Release, bearing Date respectively the 7th and 8th Days of *May*, &c. and made, &c. between the said *J. D.* and *M.* his Wife of the one Part, and the said *R. B.* of the other Part, reciting in the said Indenture of Release the said first recited Indentures of Lease and Release of the first and second of *March*, &c. to the said *J. M.* they the said *J. D.* and *M.* his Wife, in Consideration of the Sum of 200 *l.* to the said *J. D.* paid by the said *R. B.* did bargain, &c. unto the said *R. B.* his, &c. *All* those the said two Messuages, &c. herein before particularly mentioned, and in and by the said first recited Indentures of Lease and Release bargained and released, and also all that Messuage, &c. as also, &c. *To hold* the same unto and to the Use of the said *R. B.* his Heirs and Assigns for ever; *Subject nevertheless* to the said herein before recited Mortgage, made as aforesaid to the said *J. M.* and defeasible nevertheless, and subject to a Proviso or Condition in the said last recited Indenture of Release contained for making void thereof on Payment of the Sum of 200 *l.* of, &c. with lawful Interest for the same, by the said *J. D.* his, &c. unto the said *R. B.* his, &c. on the Days and Times and in Manner and Form as in the said last recited Indenture of Release is particularly mentioned, as in and by, &c. **And whereas** in *Easter Term* in, &c. one Fine *sur Conusance de droit come ceo*, &c. was had and levied of all and singular the Premises abovementioned in his Majesty's Court of *C. P.* at *Westminster*, wherein *R. B.* Plaintiff, and *J. D.* and *M.* his Wife Defendants, by the Name of three Messuages, &c. with the Appurtenances in, &c. the Use and Uses of which said Fine have not been declared by any of the Parties thereto: **And whereas** the said *J. D.* hath paid and satisfied all Interest due on the said first recited Mortgage to the Day of the Date of these Presents, so that there remained due on the said first recited Mortgage to the said *H. M. B.* and *T. B.* as Devisees and residuary Legatees in the Will of the said *J. M.* the Sum of 160 *l.* only and no more: **And whereas** the said *J. D.* hath also paid and satisfied to the said *R. B.* all Interest due on the said last recited Mortgage made to the said *R. B.* to the Day of the Date of these Presents, and also the Sum of 40 *l.* Part of the said principal Sum of 200 *l.* so that there only remains due to the said *R. B.* on the said last recited Mortgage the Sum of 160 *l.* **And whereas** by Virtue of and in Pursuance of an Act of Parliament made in the seventh Year of the Reign of her late Majesty Queen *Anne* (intituled An Act to enable Infants who are seised or possessed of Estates in Fee in Trust, or by way of Mortgage, to make Conveyances of such Estates) the said *T. B.* hath, by an Order

Recitals,
As to a Mortgage in Fee from *R. E.* and *E.* his Wife, to *J. M.*

J. M.'s Death, *H. M. B.* and *T. B.* (the Infant) Devisees.

Conveyance of the Equity of Redemption to *J. D.*

J. D.'s Conveyance thereof to *R. B.*

A Fine levied by *R. B.* and *J. D.* and *M.* his Wife.

The Uses not declared.

As to *J. D.*'s having paid the Interest and what now due.

As to the Act of Parliament of the 7th of Queen *Anne*, for enabling

Infants to convey, and order in Chancery.

Consideration.

Release.

of the High Court of Chancery on a Petition of the said *J. D.* been directed to convey the Premises herein before mentioned, unto and to the Use of the said *E. J.* her Heirs and Assigns for ever: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 160*l.* of, &c. to the said *J. V.* (by and with the Direction and Consent of the said *H. M. B.* and *T. B.* testified, &c. and as by and with the Direction, Privy and Consent of the said *J. D.* testified also by, &c.) in Hand paid by the said *E. J.* at, &c. in full of all Monies due and owing on the said first recited Mortgage, **And also** for and in Consideration of the further Sum of 160*l.* of, &c. to the said *R. B.* (by and with the Direction and Consent of the said *J. D.* testified, &c.) in Hand also paid by the said *E. J.* at, &c. the Receipt or Payment of which said several Sums of 160*l.* and 160*l.* they the said *H. M. B.* and *T. B.* *J. V.* and *R. B.* and each and every of them do and doth hereby respectively acknowledge, and thereof, &c. and also for and in Consideration of the Sum of 5*s.* of, &c. in Hand paid to the said *J. D.* by the said *E. J.* at, &c. the Receipt, &c. the said *H. M. B.* and the said *T. B.* by Virtue of and in Pursuance of the said Act of Parliament, and in Obedience to the said Order of the High Court of Chancery (by and with the Privy and Consent of the said *J. V.* and of the said *J. D.* testified, &c. and also the said *R. B.* (by and with the Privy and Consent of the said *J. D.* testified, &c.) and also the said *J. D.* **Have**, and each and every of them the said *H. M. B.* *T. B.* *R. B.* and *J. D.* **Doth** bargained, sold, assigned, aliened, released and confirmed, and by these Presents (by the like Privy and Consent) **Do**, and each and every of them **Doth** bargain, &c. unto the said *E. J.* (in her actual Possession, &c. and to her Heirs, **All** those, &c. **To have and to hold** the said Messuages, &c. and all and singular, &c. unto the said *E. J.* her Heirs and Assigns, to the only proper Use and Behof of the said *E. J.* her Heirs and Assigns for ever: **Provided always nevertheless**, and it is hereby declared and agreed by and between the said Parties to these Presents, and the true Intent and Meaning of them and these Presents is, that if the said *J. D.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay, or cause to be paid to the said *E. J.* her Heirs, Executors, Administrators or Assigns, the full and just Sum of 336*l.* of, &c. in Manner and Form following, that is to say, the Sum of 8*l.* Part thereof at or upon the 23d Day of *June* next ensuing the Date hereof, and the further Sum of 328*l.* Residue thereof, at or upon the 23d Day of *December* next ensuing the Date hereof, and which will be in the Year of our Lord 17 — without making any Deduction, Defalcation or Abatement out of the same or any Part thereof, for or in Respect of any Taxes, Charges, Assessments, Payments or other Matter or Thing whatsoever, that then and from thenceforth the said *J. D.* his Heirs and Assigns shall stand and be seised of the Messuages, &c. herein before mentioned; **In Trust**, to permit and suffer the said *J. D.* his Heirs and Assigns, to take and receive to his and their own Use the Rents and Profits thereof. (*Covenant for further Assurance; to pay the 336*l.* Mortgage Money; done no Act to incumber; to stand seised till Estate perfected; Good Right, &c. that a Fine levied shall be to such Use*). **In Witness, &c.**

Conveyance by Lease and Release of the Reversion of an Estate after the Death of Tenant for Life.

THIS Indenture made, &c. **Between** *J. B. H.* of *London*, Gent. (only Son and Heir of *J. B. H.* late of *M.* &c. Gent. deceased of the one Part, and *A. D.* of *L.* Widow, of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 200*l.* of, &c. **He** the said *J. B. H.* **Doth** granted, bargained, sold, released and confirmed, and by these Presents **Doth**, &c. unto the said *A. D.* (in her actual Possession, &c.) and to her Heirs, **All** those, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Messuages or Tenements, Lands and Premises, and also all the Estate, &c. of him the said *J. B. H.* of, in, to or out of the said Premises, or any Part or Parts thereof, and all Deeds, &c. **To have and to hold** the said Messuages or Tenements, Lands, Hereditaments, and all and singular the Premises herein before mentioned, and intended to be hereby granted and released, with their and every of their Appurtenances, unto the said *A. D.* her Heirs and Assigns, to the Use and Behoof of the said *A. D.* her Heirs and Assigns for ever; **Sub-ject nevertheless** to the Estate for Life of *A. H.* Widow of the said *J. H.* and Mother of the said *J. B. H.* which she may claim by Virtue of any Indenture Tripartite, bearing Date the &c. made or mentioned to be made between the said *J. H.* of the first Part, *M. C.* of, &c. in the County of, &c. Widow, the Relict of *J. D.* then late of *W.* in the said County of, &c. Gent. *N. D.* of *M.* aforesaid, Gent. *J. D.* of the Parish of *St. S. S.* in the County of *S.* Haberdasher, and *W. H.* of *A.* next *R.* in the said

faid County of K. Gent. of the second Part, and the faid A. H. by her then Name A. D. and M. of the third Part, **And** (Covenants to levy a Fine; lawfully seised, &c. the usual Covenants excepting the Estate for Life). **In Witness, &c.**

A Conveyance of a Bankrupt's Estate from Trustees to a Purchaser, in Pursuance of a Decree in Chancery.

THIS Indenture Tripartite made the, &c. **Between** J. G. of, &c. R. C. of, &c. and E. R. of, &c. Widow, Relict and Administratrix of J. R. late of, &c. deceased, (which faid J. R. was the only Son and Issue of R. R. who was the eldest Son and Heir of W. R. and also Nephew and Heir at Law to, and also Devisee of the Lands and Tenements herein after granted and conveyed of and under the last Will and Testament of R. R. heretofore of, &c. deceased) of the first Part, E. C. of, &c. of the second Part, and T. C. of, &c. of the third Part. **Whereas, &c.** (Recital of a Mortgage for a Term of Years from R. R. to P. J. for 300 l.) **And whereas** the faid J. R. sometime after his Making and Executing the faid Indentures of Mortgage before mentioned and recited, became a Bankrupt, and a Commission of Bankruptcy was awarded against him in such Manner and directed to such Commissioners, whereon there were such Proceedings had as are herein after mentioned and recited: **And whereas** by Indenture of Bargain and Sale bearing Date on or about the 12th Day of August, &c. made, &c. between W. P. Esq; L. K. and J. C. Gent. of the one Part, and S. W. of, &c. of the other Part, reciting as therein is recited, and to the Effect following, (to wit) That a Commission of Bankruptcy, under the great Seal of Great Britain, bearing Date at Westminster the 23d Day of July then last past, and grounded upon the several Statutes made concerning Bankrupts, had been awarded against the faid J. R. by the Name of J. R. late of, &c. and directed unto the faid W. P. L. K. and J. C. and unto J. C. Esq; and A. G. Gent. thereby giving full Power and Authority to them the faid Commissioners, four or three of them (whereof the faid W. P. and J. C. was to be one) to execute the faid Commission, as in and by the faid Commission, relation being thereunto had, would more fully appear; and that the faid W. P. L. K. and J. C. (being the major Part of the Commissioners in the faid Commission named) began to put the faid Commission in Execution, and upon due Examination of Witnesses and other good Proofs before them taken, had found that the faid J. R. was, long before the Date and Suing forth the faid Commission, a Dealer in Stuffs, Silks, Linen and other Goods, and endeavoured to get his Livelihood by buying and selling of Stuffs, Silks, Linen and other Goods, as aforesaid, and did by Reason thereof become indebted unto the faid S. W. in the Sum of 147 l. and to several other his Creditors, in divers and large Sums of Money, and that the faid J. R. being so indebted as aforesaid before the Date and Suing forth the faid Commission, in the Judgment of the faid W. P. L. K. and J. C. became Bankrupt to all Intents and Purposes within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, some or one of them; and that the faid Commissioners, in the Execution of the before recited Commission, and the Statutes therein mentioned, had likewise found, or it otherwise appeared unto them, that the faid J. R. at such Time as he became a Bankrupt as aforesaid, was seised or possessed of, or intitled unto an Estate of Inheritance in Fee-simple, Fee-tail, or some other Estate of Inheritance, or other Estate in Reversion, Remainder or Expectancy, of and in the Messuages, Lands, Tenements and Hereditaments herein before mentioned, and therein after bargained and sold; **They** the faid W. P. L. K. and J. C. in further Execution of the faid Commission, and of the Statutes therein mentioned, and by Force and Virtue of the same, and of the Power and Authority to them thereby given, and also for and in Consideration of the Covenants therein after on the Part of him the faid S. W. his Heirs, Executors and Administrators, covenanted to be performed, fulfilled and done, did, as much as in them lays, and they lawfully might, order, bargain and sell unto him the faid S. W. his Heirs and Assigns for ever, **All** and singular the Messuages, Lands, Tenements and Hereditaments and Premises herein before mentioned to be situate, &c. with their and every of their Rights, &c. and also all that Messuage or Tenement, situate, &c. and also all other the Manors, Lands, Tenements and Hereditaments of him the faid J. R. or any other in Trust for him, or wherein and whereunto the faid J. R. then was, or at the Time he became a Bankrupt, was seised of, interested in or intitled unto, in Law or in Equity, situate, &c. and the Reversion, &c. and all the Estate, &c. which he the faid J. R. or any other Person or Persons in Trust for him, then had, or at such Time as he the faid J. R. became a Bankrupt, had or should, or of Right ought to have or claim of, in, to or out of the faid Premises, every or any Part or Parcel of them, or either of them, and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever both in Law and Equity, which they

As to the Mortgagor's becoming a Bankrupt.

Commission, &c.

As to the Bargain and Sale of the Bankrupt's real Estate to an Assignee, whereof Part were the Mortgaged Premises.

To hold to the Assignee in Trust to sell the same, subject to the paying of Mortgage Monies, and the Overplus to go amongst the Creditors.

As to a Conveyance from the Mortgagee and the Assignee, to Mr. G. and Mr. C. two Trustees of the Bankrupt's Estate upon several Trusts, &c.

the said Commissioners, Parties thereto, by Virtue of the said Commission or the Statutes therein mentioned, then had, of, in, to or out of the said Premises, or any Part or Parcel of them, any or either of them; **To hold** the said Messuage or Tenements, Lands, Hereditaments and Premises, in and by the said hereby recited Indenture ordered, bargained and sold, or meant, mentioned or intended to be thereby ordered, bargained and sold, with their and every of their Appurtenances, unto the said *S. W.* his Heirs and Assigns, **To the Use** of him the said *S. W.* his Heirs and Assigns for ever; **Upon Trust nevertheless**, and to the Intent that the said *S. W.* his Heirs and Assigns, did and should, with all convenient Speed, sell and dispose of the said Messuage or Tenement, Lands, Hereditaments and Premises, and every Part and Parcel thereof, at the best Price that could be had or gotten for the same by him or them for the equal and proportionable Benefit and Advantage (after Payment of and Discharging all Money justly due and owing on all and every Mortgage or Mortgages made of the said Premises, every or any of them, before the said *J. R.* became a Bankrupt) of him the said *S. W.* and all such other the Creditors of the said *J. R.* which had then already sought, or should then after in due Time seek Relief by Virtue of the said Commission, and contribute towards the Charges thereof, according to the Direction and Limitation of the said several Statutes in that Case made and provided, so far as the same should amount to satisfy such Creditors their respective Debts, and also the Charges of Suing out, and otherwise Proceeding on the said Commission; and as to the Residue and Surplusage of the same (if any then be) **In Trust** for the said *J. R.* his Executors, Administrators and Assigns, according to the several Statutes, and the true Intent and Meaning of them, and to and for none other Use, Intent or Purpose whatsoever, as in and by the said last recited Indenture, Commission and Proceedings of the Commissioners, Relation, &c. **And whereas** by Indentures of Lease and Release, bearing Date respectively the 16th and 17th Days of *July* 1730. the said Release being *Quadruplicate*, and made or mentioned to be made between the said *J. R.* and *E. C.* of the first Part, the said *S. W.* of the second Part, and the said *J. G.* and *R. C.* of the third Part, (reciting to the Effect before recited) and also that the said Messuages, Lands, Tenements and Hereditaments, and other the Estate of the said *J. R.* so, as aforesaid, granted and assigned by the said *P. J.* to the said *E. C.* and the Reversion thereof so, as aforesaid, bargained and sold by the said *W. P. L. K.* and *J. C.* unto the said *S. W.* were of a greater Value, and more than sufficient to satisfy and pay all the just Debts of the said *J. R.* due and owing to the said *E. C. S. W.* and all his other Creditors, and for and in Consideration of the further Sum of 650*l.* then or before advanced and lent by the said *E. C.* unto the said *S. W.* in order to pay the Debts of the said *J. R.* and for the securing the Repayment of the said Sum of 650*l.* with Interest, as well as of the before mentioned Sum of 600*l.* with Interest, and also of all such other Sums and Interest, as the said *E. C.* should pay and advance for and towards the Clearing and Discharging the Debts of the said *J. R.* and for the Preventing the absolute Sale of the said Premises, and securing the speedy Payment of the said *E. C. S. W.* and the Rest of the Creditors of the said *J. R.* their several and respective Debts, and other Considerations in the said Release mentioned; he the said *S. W.* by and with the Consent and Approbation of the said *J. R.* *Did* grant and convey unto the said *J. G.* and *R. C.* and their Heirs, **To the Use** of the said *J. G.* and *R. C.* and their Heirs, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, upon such Trusts as in the said Indenture of Release are mentioned and declared; (that is to say) **Upon Trust**, that in case the said *J. R.* his Heirs or Assigns, or some or one of them, should not, within the Space of six Months next ensuing the Date of the said last recited Indenture of Release, well and truly pay, or cause to be paid unto the said *E. C.* and *S. W.* and all and every other his Creditors, all such Sum and Sums of Money as should be duly proved to be justly due and owing to them, and each of them respectively, by and from the said *J. R.* that then and in such Case they the said *J. G.* and *R. C.* and the Survivor of them, his Heirs or Assigns, did and should sell, or otherwise dispose (in such Manner as they, or the Survivor of them, his Heirs or Assigns, should think fit) all and singular the said Premises, or so much of the same, as should be sufficient by the Money arising by the Sale or Mortgage thereof, in the first Place, to pay and retain to themselves all such Costs and Charges, as they or either of them should sustain or be put unto, for, about, or concerning the said Trusts; and in the next Place, so much as shall be sufficient to pay off and discharge all and every the Debts, which then already were or should be duly proved to be due and owing by and from the said *J. R.* to the said *E. C.* and *S. W.* and all other Creditors, and did and should pay the same accordingly, and did and should pay the Surplusage of such Money (if any there should be) to the said *J. R.* his Executors, Administrators or Assigns; and from and after the before mentioned Trusts performed, upon Trust that they the said *J. G.* and *R. C.* and the Survivor of them, or the

the Heirs of such Survivor, did and should reconvey unto the said *J. R.* and his Heirs, or to such other Person or Persons as he should nominate and appoint, all such of the said Premises as should not be sold for the Purposes aforesaid; and that from thenceforth, and after all the said Trusts performed, the said Commission, at the Costs and Charges of the said *J. R.* his Executors or Administrators, should and might be superseded: **And where-** As to Bankrupt's Death before Sale of the Premises upon the Trusts aforesaid, and leaving his Wife and an Infant Son, the Trustees refusing to act.
as the said *J. R.* departed this Life sometime in or about the Month of — in the Year — before any Sale made of the said Premises, or of any Part thereof, or before any of the Trusts in the said last mentioned and recited Indenture of Release were fulfilled or performed, and without having superseded the said Commission of Bankrupt, (which is still in Being and in Force) leaving the said *E. R.* his Widow, and *R. R.* an Infant, his eldest Son and Heir, whereupon the said *J. G.* and *R. C.* refused or neglected to act in the said Trusts reposed in them as aforesaid, by the said last mentioned and recited Indenture of Release: **And whereas** the said *E. C.* exhibited his Bill of Complaint in the High Court of Chancery, sometime in or about — Term in the Year — against the said *J. W.* As to a Bill brought by a Mortgagee against the Widow, Infant and Trustees.
E. R. R. R. the Infant, *J. G.* and *R. C.* therein setting forth the Substance of the several Deeds and Conveyances before mentioned and recited, and also the Death of the said *J. R.* and that he the said *E. C.* had not been paid any Part of the respective Sums of Money above mentioned to be due to him, and that the said *J. G.* and *R. C.* refused to act in the said Trust, the said *E. C.* by his said Bill therefore prayed, that the said Trust declared and expressed in the said Indenture of Release, bearing Date the 17th Day of July 1730. might be performed, and the said *E. C.* be otherwise relieved, as the Nature of his Case did require; to which said Bill all the said Defendants having put in their several and respective Answers, and Issue being joined in the said Cause, and several Witnesses having been examined, and the said Cause coming on to be heard before his Honour the Master of the Rolls, on or about the ninth Day of June 1736. his Honour did think fit, and so Order and Decree, that it should be referred to Mr. *B.* one of the Masters of this Court, to compute what is due to the said *E. C.* the Plaintiff, for Principal and Interest on his said Mortgage; and also that the said Master should take an Account of all other the Debts of the said *J. R.* and for that Purpose, that the said Master should cause an Advertisement to be published in the *London Gazette*, for the Creditors of the said *J. R.* to come in and prove their Debts before him by a Time to be therein limited, or in Default thereof, that they would be excluded the Benefit of the said Decree; and the said Master was also directed to inquire whether the Defendant the said *E. R.* be intitled to Dower or not; in case the said Master should find that she is intitled to Dower, then he was to set a Value thereon, and to tax all Parties their Costs of this Suit; and in order to raise Money to answer the Purposes aforesaid, it is ordered and decreed, that so much of the Real Estate of the said *J. R.* as should be necessary, should be sold with the Approbation of the said Master, to the best Purchaser or Purchasers that could be gotten for the same, in which Sale all proper Parties are to join, as the said Master should direct; and out of the Money arising by such Sale, all Parties are in the first Place to be paid their said Costs, and the Defendant the said *E. R.* is in the next Place (in case the said Master should find she is intitled to Dower) to be thereout paid what the said Master should value her Dower at, and then the Plaintiff is to be paid what the said Master should certify to be due to him for Principal and Interest as aforesaid; and out of the Residue of the said Money arising by such Sale, the other Creditors of the said *J. R.* who should come in and prove their Debts before the said Master as aforesaid, are to be paid what the said Master should certify to be due to them respectively, as in and by the said Bill, Answers and Decree, Relation being thereunto had, doth more fully and at large appear: **And whereas** the said Master As to Prayer of Mortgagee's Bill.
B. in Pursuance of the said Decree, made his Report in the said Cause on or about the fifth Day of February last past, and did thereby certify that he conceived it would be necessary to sell the whole of the said Real Estate of the said *J. R.* to answer the Purposes in the said Decree mentioned, and that he had therefore caused the Sale to be duly advertised in the *London Gazette*, and that in Pursuance of such Notice, he had been attended by several Persons proposing to purchase the same, and that Mr. *J. K.* in the Name, and on the Behalf of the said *T. C.* proposed to give for the said Estate 2020*l.* which Sum being the most that had been bid for the same, he had allowed the said *J. K.* on the Behalf of the said *T. C.* to be the best Purchaser for the said Real Estate: **And whereas** the said As to a Defendant's bidding in Trust for Mr. C. the Purchaser.
Report was by an Order of the said Court of Chancery, bearing Date on or about the 10th Day of February last past, confirmed, unless Cause should be shewn to the contrary, within eight Days after Notice thereof to the Plaintiff and Defendant's respective Clerks in Court, and which said last mentioned Order was made absolute by another Order of the said Court, bearing Date on or about the 12th Day of March last past: **And whereas** As to Report being confirmed, unless Cause.
the As to Report being confirmed.

As to subsequent Report of Debts due to the Mortgagee and Creditors, and Costs to Plaintiffs and Defendants.

And as to Dower.

Consideration.

the said Master, as appears and is certified by his Report, bearing Date on or about the 25th Day of *June* last past, proceeded to take an Account in the said Cause, of what is due to the said *E. C.* for Principal and Interest upon the said Premises, and found and certified the same to amount to the Sum of 1748 *l.* 11 *s.* 4 *d.* and also to take an Account of all other the Debts of the said *J. R.* and for that Purpose had caused two several Advertisements to be inserted in the *London Gazette*, for the Creditors of the said *J. R.* to come in and prove their Debts before the said Master, by a Time in the said Advertisement limited, and long since past; and in Default thereof, that they would be excluded the Benefit of the said Decree, and found and certified by his said Report, that the same (exclusive of what was due to the said *E. C.*) amounted to the Sum of 267 *l.* 10 *s.* and 5 *d.* and also proceeded to inquire whether the said *E. R.* was intitled to Dower, or not, from the said Estate, and found and certified that she was intitled to Dower, and that he had valued the same at the Sum of 92 *l.* 13 *s.* 4 *d.* and that he had also considered of the Plaintiff's Bill of Costs, and also of all the Defendant's Bills of Costs, and had taxed the same; (to wit) The said Plaintiff's Bill of Cost, at the Sum of 122 *l.* 6 *s.* and the said Defendant *J. W.*'s Bill of Cost, at the Sum of 14 *l.* 12 *s.* 8 *d.* and the Bills of Cost of all the other Defendants, at the Sum of 33 *l.* 9 *s.* 4 *d.* the said Cost of all the said Parties so taxed as aforesaid, amounting in the whole to the Sum of 170 *l.* 11 *s.* 6 *d.* and that in order to raise Money for the Purpose aforesaid, he had caused the Sale of the said *J. R.*'s Real Estate in the said County of *S.* to be advertised as aforesaid, and that he had allowed the said *J. K.* on the Behalf of the said *T. C.* the best Purchaser of the Real Estate aforesaid, at the said Sum of 2020 *l.* and that out of the said Sum 170 *l.* 11 *s.* 6 *d.* taxed for the Costs of the several Parties in the said Suit, was to be paid in the first Place, in the several Proportions before mentioned; that the said *E. R.* was in the next Place, to be paid the said Sum of 92 *l.* 13 *s.* 4 *d.* the said Value of her Dower; and that the said Plaintiff *E. C.* in the next Place, was to be paid the said Sum of 1748 *l.* 11 *s.* 4 *d.* certified to be due to him as aforesaid, for Principal and Interest on the said mortgaged Premises; and that after Payment of the said several Sums, the Residue of the said Purchase Money would be the Sum of 8 *l.* 3 *s.* 10 *d.* and no more, for Payment of the other Creditors of the said *J. R.* who had proved their Debts before the said Master, as by the said last mentioned Report, (which was afterwards confirmed and made absolute by Order of the said Court of Chancery, on or about the fifth Day of this Instant *July*) Relation, &c. **Now this Indenture witnesseth**, that the said *J. G. R. C.* and *E. R.* in Pursuance of the said Decree, Reports, Orders and Proceedings before mentioned, and by and with the Approbation of the said Master *B.* and also by and with the Consent of the said *E. C.* testified by his being a Party to, and Sealing and Delivery hereof, for and in Consideration of the above mentioned Sums of 1748 *l.* 11 *s.* 4 *d.* and 122 *l.* 9 *s.* 6 *d.* due to the said *E. C.* for Principal, Interest and Costs, as aforesaid, to him the said *E. C.* in Hand paid by the said *T. C.* the Receipt of which said Sums the said *E. C.* doth hereby acknowledge; and also for and in Consideration of the above mentioned Sum of 92 *l.* 13 *s.* 4 *d.* due to the said *E. R.* being the Value estimated of her Dower as aforesaid, and to her the said *E. R.* in Hand paid by the said *T. C.* (the Receipt whereof the said *E. R.* doth hereby acknowledge); and also for and in Consideration of the above mentioned Sum of 14 *l.* 12 *s.* 8 *d.* due to the said *J. W.* for Costs taxed as aforesaid, and to her the said *J. W.* in Hand paid by the said *T. C.* (the Receipt whereof is hereon indorsed and signed by the said *J. W.*) and also for and in Consideration of the above mentioned Sum of 33 *l.* 9 *s.* 4 *d.* in Hand paid by the said *T. C.* unto *S. B.* of *Christ-Church* aforesaid, Gent. Attorney and Solicitor for all the other Defendants in the said Cause, being their Cost taxed as aforesaid, (the Receipt whereof is hereon indorsed and signed by the said *S. B.* and also for and in Consideration of the above mentioned Sum of 8 *l.* 3 *s.* 10 *d.* Residue of the said Purchase Money, to them the said *J. G.* and *R. C.* in Hand paid by the said *T. C.* in Trust for the other Creditors of the said *J. R.* who have proved their Debts before the said Master, (the Receipt of which said last mentioned Sum the said *J. G.* and *R. C.* do hereby acknowledge) **Have** bargained and sold, aliened, released and confirmed, and by these Presents, they the said *J. G. R. C.* and *E. R.* do bargain, sell, &c. unto the said *T. C.* his Heirs and Assigns, (in the actual Possession, &c.) **All that, &c. To have and to hold** the said Messuage, Lands, Tenements and Premises herein before mentioned and intended to be hereby released and conveyed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *T. C.* his Heirs and Assigns, **To the Use** of the said *T. C.* his Heirs and Assigns for ever; **And, &c.** (Covenant, Done no Act to incumber). **In Witness, &c.**

Release

Release of a Moiety of a Pew in a Church.

I**D** all Persons to whom, &c. **Whereas** the said *A. B.* together with *C. D.* of the said Parish of — Gent. now are and stand seised to them and their Heirs, in equal Shares, viz. the said *A. B.* of, in and to one undivided Moiety or Half-Part, and the said *C. D.* of, in and to the other undivided Moiety or Half-Part, of and in — **All** that Pew or Seat in the Parish Church of — aforesaid, and as the same now and late has been used, possessed and enjoyed by them the said *A. B.* and *C. D.* **Now know ye, and these Presents witness,** that for and in Consideration of the Sum of 6*l.* of lawful Money of Great Britain by the said *C. D.* to the said *A. B.* in Hand well and truly paid at, &c. in full for the absolute Purchase of his the said *A. B.* his undivided Moiety or Half-Part of and in the said Pew or Seat, and of all his Estate and Interest therein, the Receipt of, &c. and for divers other, &c. **He** the said *A. B.* **hath** granted, bargained, sold, remised, released, quit-claimed and confirmed, and by these Presents **Doth** freely and absolutely grant, &c. unto the said *C. D.* (in his actual and peaceable Possession now being) and to his Heirs and Assigns, **All** that his the said *A. B.* his undivided Moiety or Half-Part of and in the said Pew or Seat in the Parish of *M.* in the said County of *G.* aforesaid, with its Appurtenances; and all the Estate, Right, Title, Interest, Inheritance, Use, Possession, Reversion, Remainder, yearly Rent, Profits, Property, Claim and Demand whatsoever or howsoever, both in Law and Equity of him the said *A. B.* or of any Person or Persons in Trust for him, of, in or to the said hereby released Premises, and every Part and Parcel thereof; **To have and to hold** the said hereby released undivided Moiety or Half-Part of the said Pew or Seat and Premises, with its Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only Use and Behoof of the said *C. D.* his Heirs and Assigns for ever; **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree to and with the said *C. D.* his Heirs and Assigns, in Manner as follows, viz. That he the said *A. B.* now hath in himself good Right, full Power, and lawful and absolute Authority to release and convey the said undivided Moiety of the said Pew or Seat, with its Appurtenances, unto and to the Use of the said *C. D.* his Heirs and Assigns, in Manner as aforesaid; **And lastly,** that he the said *A. B.* and his Heirs, shall and will, at any Time hereafter, at the Request and Charge of the said *C. D.* his Heirs or Assigns, make, do and execute any further lawful and reasonable Act, Deed or Thing in the Law whatsoever, for the further, better and more effectual Conveying, Assuring and Confirming of the said hereby released Moiety of the said Pew and Premises, with its Appurtenances, unto and to the Use of the said *C. D.* his Heirs and Assigns for ever, as by him or them, or his or their Counsel learned in the Law, shall in that Behalf be reasonably advised or required. **In Witness** whereof the said *A. B.* hath hereunto set his Hand and Seal, &c.

Release of an Estate from the first Mortgagee and the Mortgagor to the second Mortgagee, in consideration of his discharging the first Mortgagee of the Money due on the Mortgage to him, and of a further Sum paid to the said Mortgagor.

T**HIS** Indenture Tripartite made, &c. **Between** *E. J.* (first Mortgagee) of — of the first Part, *J. D.* (Mortgagor) of — of the second Part, and *J. B.* (second Mortgagee and present Purchaser) of — of the third Part. **Whereas,** &c. [Recital of Mortgage in Fee to *E. J.* (Party hereto) (reciting therein several Mortgages, &c. and a Fine levied to *R. B.* of all the Premises); and of a Declaration of the Use of the Fine (levied to *R. B.*) to *E. J.* Vide Tit. **Covenants;** and a Recital of a Mortgage of Part of the Premises to *T. B.* Party hereto]. **And whereas** the said *J. D.* made default in Payment of the Principal Sum of — so secured to the said *E. J.* by the said recited Indenture *Quadripartite* of the — Day of — and by Reason of such Non-payment thereof, the said — and Premises therein comprised and conveyed, are now in Law become absolutely vested in the said *E. J.* **And whereas** there is now justly due and owing from the said *J. D.* to the said *E. J.* for Principal and Interest Monies, by Virtue of the same Indenture, in the whole the Sum of — **And whereas** there is also due and owing from the said *J. D.* to the said *T. B.* by Virtue of the said recited Security so made to him as aforesaid, for Principal and Interest Monies, in the whole the Sum of — **(Which** said several Sums of — and — so now respectively due and owing to the said *E. J.* and *T. B.* in Manner aforesaid, making together the Sum of — is by him the said *J. D.* hereby agreed,

agreed, acknowledged and declared, so to be testified by his Executing these Presents). **And whereas** the said *J. D.* (in Consideration of the Sum of — to be by the said *T. B.* now paid to the said *E. J.* in Discharge of all Monies now due to her upon the said recited Security, and also in Consideration of the said Sum of — so now due from the said *J. D.* to the said *T. B.* by Virtue of the said recited Security so made to him as aforesaid, and also of the Sum of — to be to him now paid by the said *T. B.* amounting in the whole to the Sum of —) hath agreed absolutely to grant, release and convey the said several Messuages, Lands, Tenements, Hereditaments and Premises so respectively mortgaged as aforesaid, and all his Estate, Right, Title, Interest, Equity and Benefit of Redemption whatsoever, of, in and to the said Premises, unto and to the Use of the said *T. B.* his Heirs and Assigns, in such Manner as herein after is mentioned: **Now this Indenture witnesseth,** That for and in Consideration of the Sum of — of lawful Money of *Great Britain*, to the said *E. J.* (by the Direction and Appointment of the said *J. D.* testified by his being a Party to, and Signing and Sealing of these Presents) in Hand well and truly paid by the said *T. B.* at or before the Sealing and Delivery of these Presents, in full Satisfaction and Discharge of all Principal and Interest Monies whatsoever, now due and owing to the said *E. J.* by Virtue of the said recited Security so made to her as aforesaid, the Receipt of which said Sum of — she the said *E. J.* doth hereby acknowledge, and thereof acquit, exonerate, and for ever discharge as well the said *J. D.* as also the said *T. B.* their respective Heirs, Executors and Assigns, by these Presents, she the said *E. J.* (at the special Instance and Request, and by and with the Consent, Direction and Appointment of the said *J. D.* testified as aforesaid,) **hath** bargained, sold, released and confirmed, and by these Presents **Doth** bargain, sell, release and confirm unto the said *T. B.* (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made by them the said *E. J.* and *J. D.* for one whole Year, in Consideration of the Sum of 5*s.* of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, made between the said *E. J.* and *J. D.* of the one Part, and the said *T. B.* of the other Part, and sealed and delivered before the Sealing and Delivery of these Presents, and by force of the Statute for Transferring of Uses into Possession in that Behalf made and provided,) and to his Heirs and Assigns, all those the said (*the Parcels*) which in and by the said recited Indentures of Lease and Release *Quadripartite*, bearing Date the — and — Days of — and by the said Fine so levied as aforesaid, were granted, released and conveyed unto and to the Use of the said *E. J.* as aforesaid, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, both in Law and Equity, of her the said *E. J.* of, in, to or out of the herein before released Hereditaments and Premises and every Part and Parcel thereof, by Virtue of the same Indentures, or otherwise howsoever, together with the same Indentures, and all and every other Deeds, Evidences and Writings whatsoever, touching or concerning the said Premises which she the said *E. J.* hath in her Custody or Power, or can or may come by without Suit in Law or in Equity; **To have and to hold** the said (*Messuages or Tenements, Lands, Hereditaments,*) and all and singular other the Premises herein before mentioned or intended to be, by her the said *E. J.* hereby released with their and every of their Appurtenances, unto the said *T. B.* his Heirs and Assigns, to the only proper Use and Behoof of the said *T. B.* his Heirs and Assigns for ever. (*Covenant here to the said T. B. that the said E. J. has not done any act to incumber the Premises. Vide Tit. Covenants.*) **And this Indenture further witnesseth,** That in Consideration of the said Sum of — so paid by the said *T. B.* to the said *E. J.* in Discharge of all Monies so due to her by Virtue of her said recited Security as aforesaid, and also in Consideration of the said Sum of — so now due from the said *J. D.* to the said *T. B.* by Virtue of his said recited Security as aforesaid, and also for and in Consideration of the said further Sum of — of lawful Money of *Great Britain*, to the said *J. D.* in Hand well and truly paid by the said *T. B.* at or before the Sealing and Delivery of these Presents, the Payment and Receipt of which said several Sums of — and — so now paid, due and owing, in Manner as aforesaid, (amounting in the Whole to the said Sum of — Purchase Monies,) he the said *J. D.* doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit, release, exonerate and for ever discharge the said *T. B.* his Heirs, Executors and Assigns, and every of them by these Presents, (which said Sum of — is by him the said *J. D.* hereby agreed and declared to be in full for the complete and absolute Purchase of the herein before and after released (*Messuages, Lands, Tenements, Hereditaments and Premises,*) and of all his the said *J. D.* his Estate, Right, Title, Interest, Equity and Benefit or Redemption whatsoever, of, in and to the same) and for divers other good and valuable

luable Causes and Considerations, him thereunto especially moving, **He** the said *J. D.* (in Pursuance and Performance of his said recited Agreement,) **hath** granted, bargained, sold, aliened, remised, released and confirmed, and by these Presents **Doth** freely, clearly and absolutely grant, &c. unto the said *T. B.* (in his actual Possession now being by Virtue of the herein before mentioned Indenture of Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents) and to his Heirs and Assigns, **All** those the said — (the *Parcels*) together with all and every the Deeds, Evidences and Writings whatsoever, touching or concerning the same Premises which he the said *J. D.* hath in his Custody or Power, or can or may come by without Suit in Law or in Equity; **To have and to hold** the said (several *Messuages and Tenements, Lands, Hereditaments*) and all and singular the Premises herein before mentioned and intended to be by him the said *J. D.* granted and released, with their and every of their Appurtenances, unto the said *T. B.* his Heirs and Assigns; **To the only Use** and Behoof of the said *T. B.* his Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and for ever discharged of and from the several Provisoos in the said Indentures of Release of the — Day of — and the — Day of — contained for Redemption of the said several Premises, and of and from all other Right, Equity, Power and Benefit of Redemption whatsoever, of him the said *J. D.* and his Heirs, of, in and to the said hereby granted and released Hereditaments and Premises, and every Part and Parcel thereof. (Covenants, That *J. D.* has done no act to incumber the Premises; and that said *E. J.* and *J. D.* or one of them has good Right to grant, &c. for quiet Enjoyment; free from Incumbrances; for further Assurance; and then a Declaration of the Uses to *T. B.* Vide Tit. Covenants.) **In Witness, &c.**

Lease and Release, being a Conveyance to alter the Property, &c.

THIS Indenture, made, &c. **Between** *W. W.* of, &c. Gent. Son and Heir of *W. W.* late of, &c. Esq; deceased, *J. W.* of, &c. and *C. W.* Spinster, only Daughter of the said *J. W.* of the one Part, and *I. M.* of, &c. of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 5 s. of, &c. to the said *W. W.* and *C. W.* in Hand paid by the said *I. M.* at, &c. the Receipt, &c. **They** the said *W. W.* *J. W.* and *C. W.* **Have**, and each of them **hath** granted, released and confirmed, and by these Presents **Do**, and each of them **Doth**, &c. unto the said *J. M.* (in her actual Possession, &c.) and to her Heirs and Assigns, **All** and singular the Messuages, Lands, Tenements, Hereditaments and Real Estate whatsoever and wheresoever, to which they the said *W. W.* Party hereto, *J. W.* and *C. W.* or either of them, are seised of or interested in, in Possession, Reversion, Remainder or Expectancy, by Virtue of or under the last Will and Testament of the said *W. W.* deceased, bearing Date the 22d Day of *March*, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, Real Estate and Premises, with the Appurtenances, unto the said *J. M.* her Heirs and Assigns, **To the only proper Use** and Behoof of the said *I.* her Heirs and Assigns for ever. **And this Indenture further witnesseth**, that for and in Consideration of the like Sum of 5 s. by the said *J. M.* paid to the said *W. W.* Party hereto, *J. W.* and *C. W.* at or before the Sealing and Delivery hereof, the Receipt whereof is hereby acknowledged, they the said *W. W.* Party hereto, *J. W.* and *C. W.* **Have**, and each of them **hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them **Doth**, &c. unto the said *J. M.* her Executors, Administrators and Assigns, **All** and singular the Goods, Chattels, Personal Estate, Monies and Effects whatsoever and wheresoever, late of the said *W. W.* deceased, and to which they the said *W. W.* Party hereto, *J. W.* and *C. W.* or either of them, is or are, or shall or may be possessed of, interested in or intitled unto, by Virtue of or under the said last Will and Testament of the said *W. W.* deceased; **And** all the Estate, Right, Title, Interest, Trust, Property, Possession, Claim and Demand whatsoever, both at Law and in Equity, of them the said *W. W.* Party hereto, *J. W.* and *C. W.* or either of them, of, in, to or out of the said hereby assigned Premises, and every Part and Parcel thereof; **To have and to hold** the said Goods, Chattels, Personal Estate, Monies and Effects herein before assigned, or mentioned or intended so to be, with their and every of their Appurtenances from henceforth, unto the said *J. M.* her Executors, Administrators and Assigns, to and for her and their own proper Use and Benefit. **In Witness, &c.**

Release from an Executor and Devisee in Trust, and the Heir of the Testator, for the same Consideration as is mentioned to be paid by the Purchaser in an Assignment of a Mortgage Term, in Trust for him.

THIS Indenture Tripartite, made, &c. **Between** A. of — Executor of the last Will and Testament, and also Devisee of B. late of — deceased, of the first Part, C. of — Brother and Heir of the said B. deceased, of the second Part, and D. of the third Part, **Witnesseth**, that for and in Consideration of, &c. paid by the said D. by the Direction of the said A. unto E. of — (the Consideration of one Indenture of Assignment Tripartite, bearing Date, &c. and made between the said E. of the first Part, and the said D. and — Trustee, of the third Part) being in full of the Sum agreed for the absolute Purchase of the Premises hereunder granted, and for and in Consideration of the Sum of 5 s. a-piece, of, &c. to them the said A. and C. in Hand, &c. the Receipt, &c. they the said A. and C. **have** granted, &c. and by, &c. unto the said D. (in the actual Possession, &c.) and to the Heirs and Assigns of the said D. for ever, **All** that, &c. and the Reversion, &c. and all the Estate, &c. together with all and singular Deeds, &c. **To have and to hold**, &c. (as usual): **And**, &c. (Covenant from A. that notwithstanding any Act of him or B. deceased, he is seised in Fee; and hath good Right to grant; and that D. shall peaceably enjoy, free from Incumbrances) excepting the Assignment of the Residue of a Term of 1000 Years of E. of — by the Direction of the said A. to — Trustee for the said D. **And lastly**, &c. (that A. his Heirs, and all others, &c. claiming, &c. except the said — Trustee for the said D. shall make further Assurance, to enure to the Purchaser. Vide Tit. **Covenants**.) **In Witness**, &c.

Release from one going beyond Sea, of the fifth Part of Lands expectant on the Determination of an Estate for Life, to Trustees, in Trust to sell for the Benefit of the Releasor.

THIS Indenture, made, &c. **Between** A. of — Son of B. late of — deceased, of the one Part, and C. Widow and Relict of the said B. the Father, and D. of — of the other Part. **Whereas**, &c. (Recital of a Deed whereby the Vendor was intitled to a Part of the Premises): **And whereas** the said A. intendeth to reside for some Time beyond the Seas: **Now this Indenture witnesseth**, that to and for the End, Intent and Purpose, that the said C. and D. and the Survivor of them, and the Heirs and Assigns of such Survivor, may sell and dispose of one fifth Part of and in the said Manor, &c. limited, appointed and belonging to him the said A. and in Consideration of 5 s. of lawful, &c. to him the said A. in Hand, at, &c. by the said C. and D. well and truly paid, the Receipt whereof, &c. and for other good Considerations him thereunto moving, he the said A. **hath** granted, bargained, sold, aliened, released and confirmed, and by, &c. unto the said C. and D. (in the actual Possession, &c.) and to their Heirs, the one full and equal fifth Part, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said one full and equal fifth Part of and in the said — unto the said C. and D. and their Heirs and Assigns, to and for the Use and Behoof of the said C. and D. their Heirs and Assigns for ever. (Add Covenant from the Vendor, that he is seised in Fee, expectant on the Death of F. that the Premises are free from Incumbrances, and for further Assurance. Vide Tit. **Covenants**.) **In Witness**, &c.

Release of Lands, &c. from the Husband and Wife and their eldest Son, to a Father and his Son, and the Heirs of the Father, with proper Covenants, and the Son's Declaration of his Name being used in Trust for his Father in the Purchase, and that he will convey as his Father shall direct.

THIS Indenture, made, &c. **Between** A. of, &c. and B. his Wife, and C. Son and Heir apparent of the said A. of the one Part, and D. of, &c. and E. Son of the said D. of the other Part, **Witnesseth**, that for and in Consideration of the Sum of — of lawful, &c. to the said A. and B. his Wife, and C. in Hand by the said D. well and truly paid, and in Consideration of 5 s. of like Money to the said A. and B. his Wife, and C. in Hand likewise paid, at or, &c. by the said E. the Receipt, &c. the said A. and B. his Wife, and C. do hereby severally acknowledge, and themselves to be therewith, &c. and thereof, &c. acquit, &c. the said D. and E. their Heirs, Executors, Administrators and

and Assigns for ever, by these Presents, they the said *A.* and *B.* his Wife, and *C.* Have, and either and every of them hath granted, &c. and by, &c. Do, &c. fully and absolutely grant, &c. unto the said *D.* and *E.* (in the actual Possession, &c. by Force and Virtue, &c. made by the said *A.* in Consideration of 5 s. a-piece, &c.) and to the Heirs and Assigns of the said *D.* and *E.* for ever, All, &c. and the Reversion, &c. and also all the Estate, &c. of them the said *A.* and *C.* either or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their or either of their Use or Uses, of, in, to or out, &c. together with all and singular Deeds, &c. **To have and to hold,** &c. unto the said *D.* and *E.* their Heirs and Assigns for ever, to and for the only proper Use and Behoof of the said *D.* and of his Heirs and Assigns for ever. (Covenant from *A.* and *C.* to *D.* that *A. B.* and *C.* shall levy a Fine to *D.* and *E.* to the Use of *D.* and his Heirs and Assigns for ever. From *A.* to *D.* that *A.* and *C.* are lawfully seised in Fee-simple or Fee-tail without any Remainder, &c. and that they have Power to convey; and that the said *D.* and *E.* and the Heirs and Assigns of *D.* shall peaceably enjoy, free from Incumbrances; and that *A.* and *C.* shall make further Assurance which shall enure to the Use of *D.* and his Heirs and Assigns. Vide Tit. **Covenants.**) And the said *E.* doth hereby for himself, his Heirs and Assigns, acknowledge and declare, that his Name is used in these Presents, and in the before mentioned Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents, in Trust and for the only proper Use and Behoof of the said *D.* his Heirs and Assigns; and that the said Sum of — the Consideration Money herein before mentioned to be paid by the said *D.* for the Purchase of the said Premises, was the proper Monies of, and was paid by the said *D.* and that he the said *E.* his Heirs and Assigns, will at any Time hereafter, at the Request of the said *D.* his Heirs and Assigns, convey and assure the said Premises herein before granted, sold and conveyed, and every or any Part thereof, and all his or their Right, Title, Claim and Demand, of, in and to the same, by Virtue of these Presents, unto the said *D.* his Heirs and Assigns, or unto such other Person or Persons, and for such Use and Uses as he or they shall direct and appoint. **In Witness, &c.**

Release from a Husband and Wife, of the Wife's Land in Expectancy, to a Father and Son and their Heirs, with a Declaration from the Son that his Name was used in Trust, and that the Purchase Money was paid by the Father.

THIS Indenture, made, &c. **Between** *A.* of — and *B.* his Wife, Daughter and only Child of *C.* late of — deceased, who was Brother of *D.* late of — deceased, of the one Part, and *E.* of — and *F.* Son of the said *E.* of the other Part, **Witnesseth,** that, &c. of — *l.* &c. to the said *A.* and *B.* his Wife, &c. by the said *E.* well, &c. and of 5 s. &c. by the said *F.* the Receipt, &c. the said *A.* and *B.* Have, &c. and by, &c. unto the said *E.* and *F.* (in the actual, &c.) and to the Heirs and Assigns of the said *E.* and *F.* for ever, All that, &c. (which Premises are bought and purchased by the aforesaid *D.* deceased, and descended and came to the said *B.* Wife of the said *A.* as next Heir of *G.* her Cousin deceased, who was Nephew and Heir of the aforesaid *D.* deceased); **To have and to hold,** &c. unto the said *E.* and *F.* their Heirs and Assigns for ever, to and for their only proper Use and Behoof of the said *E.* and *F.* and of their Heirs and Assigns for ever. (Covenants from *A.* for himself and Wife to levy a Fine, that *A.* and *B.* are lawfully seised in Fee-simple, to the Use of said *A.* and *B.* and the Heirs and Assigns of said *B.* immediately expectant on the Death of *H.* now Wife of *J.* and formerly Wife of *G.* deceased, without any Remainder, &c. and have Right to grant; that *E.* and *F.* shall peaceably enjoy, free from Incumbrances; and that *A.* and *B.* will make further Assurances, &c. Vide Tit. **Covenants.**) And it is hereby declared and acknowledged by the said *F.* for him, his Heirs and Assigns, that his Name is used in these Presents, in Trust only, and to and for the Use and Behoof of the said *E.* his Heirs and Assigns, and that the said — *l.* the Consideration Money paid for the Purchase of the Premises, was his proper Monies. **In Witness, &c.**

Release from Husband and Wife, their Children and a Trustee, of Part of Lands settled to Uses, pursuant to a Power in the Settlement.

THIS Indenture Tripartite, made, &c. **Between** *A.* (Husband) of — Son and Heir of *B.* late of — deceased, and also Nephew and Heir of *C.* late of — deceased, and *F.* the Wife of the said *A.* and *D.* (the Trustee) of — of the first Part, *G.* of — Son and Heir apparent of the said *A.* *H.* of — *J.* of — *K.* of — *L.* of — and

— and *M.* of — (which said *G. H. J. K. L.* and *M.* are the Children of the said *A.* by the said *F.* his Wife), of the second Part, and *E.* of — of the third Part, **Witnesseth**, that for and in Consideration of the Sum of — of, &c. to the said *A.* and *F.* his Wife, in Hand, &c. by the said *E.* well and truly paid, (being the Sum agreed, &c.) and in Consideration of 10 s. a-piece of like Money to the *D. G. H.* &c. in Hand, &c. by the said *E.* likewise well and truly paid, the Receipt, &c. the said *A.* and *F.* his Wife, and likewise the said *D. G. H.* &c. **Have**, and each of them **hath** granted, &c. and by these Presents **Do**, and each of them **Doth** fully and absolutely grant, &c. unto the said *E.* (in the actual Possession, &c. by Virtue of, &c. to him thereof made by the said *A.* and *D.* in Consideration of, &c. by Indenture, &c. and by Force, &c.) and to the Heirs, &c. **All** that, &c. and the Reversion, &c. and all the Estate, &c. whatsoever in Law and Equity of them the said *A.* and *F.* his Wife, *D. G. H.* &c. or any of them, or of any other Person, &c. together with all and singular Deeds, &c. **To have and to hold**, &c. (Covenant from the Husband for himself and Wife, and from the Children, that they will levy a Fine. From the Husband, that notwithstanding any Act of his Father or Uncle, he and *D.* his Son are lawfully seised; and that he, his Wife and Children, have Power to convey, free from Incumbrances, and for further Assurance; and from *D.* the Eldest Son, that he has not incumbered). **In Witness**, &c.

Release from a Father and his Eldest Son of several Messuages, &c. in Consideration of Mortgage Money paid off, &c. with Exceptions of several Things to be assigned for the Benefit of the Purchaser.

THIS Indenture made, &c. **Between** *A.* of — and *B.* Eldest Son and Heir apparent of the said *A.* by *C.* his Wife, deceased, of the one Part, and *D.* of — of the other Part, **Witnesseth**, that for and in Consideration, &c. (Of Mortgage Money paid off, see Tit. **Consideration**) and in Consideration of a Sum of, &c. to the said *A.* and *B.* in Hand also paid, &c. the Receipt and Payment of which said Sums of, &c. which said several Sums of — and — make in all the Sum of — and are so paid as afore-said, for the absolute Purchase of the Freehold and Inheritance of the Messuages, or Tenements and Premises herein after mentioned, they the said *A.* and *B.* **Have**, and either of them **hath** granted, &c. and by, &c. **Do**, &c. fully and absolutely grant, &c. unto the said *D.* (in his actual Possession, &c.) and to the Heirs and Assigns of the said *D.* for ever, **All** that, &c. and the Reversion, &c. and also all the Estate, &c. together with all and singular the Deeds, &c. (Vide Tit. **Parcels**); **To have and to hold** the said Messuages, &c. and all and singular other the Premises herein before, &c. (as usual). (Warranty from the Father and Son, vide Tit. **Warranty**. Covenant that the Vendors are seised in Fee, and have Power to grant, and that the Purchaser shall quietly enjoy, free from Incumbrances, except, &c. which is assigned for the Benefit of the Purchaser. Vide Tit. **Exceptions**, and a Covenant for further Assurance.) **In Witness**, &c.

Release from two Persons seised of an Estate in Fee, subject to a Mortgage, to Trustees, to be sold, and the Money to pay off the Mortgage, and the Surplus to be to such Uses as the Premises were before liable to.

THIS Indenture Tripartite, made, &c. **Between** *W. W.* of, &c. and *B. M.* of, &c. of the first Part, *N. J.* of, &c. and *W. D.* of, &c. of the second Part, and *W. J.* of, &c. and *W. V.* of, &c. of the third Part. **Whereas** the said *W. W.* and *B. M.* stand seised to them and their Heirs of and in the Capital Messuage, &c. **And whereas** the said Premises are mortgaged to the said *N. J.* and *W. D.* for 500 l. **Now this Indenture witnesseth**, that for the better securing and speedier raising the said Mortgage Debt of 500 l. and all Interest due or to grow due for the same, and in Consideration of the Sum of 10 s. of, &c. to the said *W. W.* and *B. M.* in Hand paid by the said *W. J.* and *W. V.* at, &c. and for other, &c. **They** the said *W. W.* and *B. M.* by the Direction and Appointment of the said *N. J.* and *W. D.* testified, &c. **Have**, and each of them **hath** bargained, sold, assigned, released and confirmed, and by, &c. unto the said *W. J.* and *W. V.* (in their actual, &c.) **All** that, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Capital Messuage, &c. unto the said *W. J.* and *W. V.* their Heirs and Assigns, to the only Use and Behoof of the said *W. J.* and *W. V.* their Heirs and Assigns for ever, **On** the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned, (that is to say) Upon Trust that they the said *W. J.* and

and *W. V.* and the Survivor of them, and the Heirs of such Survivor, shall and do, as soon as conveniently may be, sell the said, &c. hereby bargained and sold, or intended so to be, and by and out of the Money arising by such Sale, in the first Place, pay off and discharge the said mortgaged Debt of 500*l.* and all Interest due or to grow due for the same, together with the Costs, Charges, Damages and Expences of the said *N. J.* and *W. D.* and after Payment thereof, on the further Trust, to pay the Residue of the Money arising by such Sale, the said Trustees Charges and Expences, occasioned by the Trust in them reposed, being first deducted, to such Person and Persons, and to such Use and Uses, and on such Trusts, as the said Premises hereby bargained and sold were liable to, at and before the Execution of this present Conveyance; And, &c. (*A Covenant for peaceable Enjoyment on the Trusts aforesaid*). In Witness, &c.

Release from a Debtor to one of his Creditors, in Trust for the Releasee and the Rest of the Creditors, towards Payment of the Releasor's Debts.

THIS Indenture, made, &c. Between *A.* of — (*the Releasor*) of the one Part, and *B.* of — (*the Releasee*) of the other Part, Witnesseth, that towards Payment and Satisfaction of the several Debts and Sums of Money which the said *A.* oweth to his Creditors, mentioned in certain Indentures *Tripartite*, bearing even Date with these Presents, made between the said *A.* of the first Part, and the said *B.* &c. and for and in Consideration of 5*s.* of lawful, &c. to the said *A.* in Hand, at, &c. by the said *B.* well and truly paid, the Receipt, &c. he the said *A.* hath bargained, sold, aliened, enfeoffed, released and confirmed, and by, &c. doth fully and absolutely grant, &c. unto the said *B.* (now being in the actual Possession of the Premises herein after mentioned, by Force, &c.) and to the Heirs and Assigns of the said *B.* for ever, All that, &c. To have and to hold unto the said *B.* his Heirs and Assigns, to and for the only proper Use and Behoof of the said *B.* and of his Heirs and Assigns for ever; In Trust nevertheless for the Purpose declared and mentioned in the before mentioned Indenture *Tripartite*, bearing even Date with these Presents. (Covenants, that the said *A.* is seised in Fee; hath Right to convey; that *B.* may quietly enjoy; and that *A.* will make further Assurance, to the Use of *B.*) In Witness, &c.

Release from the above Creditor and Trustee, with the Consent of the other Creditors, to a Purchasor.

THIS Indenture *Tripartite*, made, &c. Between *B.* of — (*the Creditor and Trustee, and now Releasor*) of the first Part, *C. D. E. F.* and *G.* (*the other Creditors*) of the second Part, and *H.* of — (*the Purchasor*) of the third Part. Whereas by Indenture of Lease and Release, the Lease bearing Date the, &c. and the Release the, &c. and made, or, &c. between *A.* of — of the one Part, and the said *B.* of the other Part, the said *A.* towards Payment and Satisfaction of the several Debts and Sums of Money which he owed to his Creditors, mentioned in certain Indentures *Tripartite*, bearing even Date with the said recited Indenture of Release, made Between the said *A.* of the first Part, the said *B.* (by the Name of, &c.) one of the Creditors of the said *A.* and Trustee named and appointed for the Purposes herein after mentioned, of the second Part, and the said *C.* &c. Creditors also of the said *A.* of the third Part, and in Consideration of, &c. Did grant, &c. unto the said *B.* &c. All that, &c. To have and to hold, &c. In Trust nevertheless, and for the Purposes in the before mentioned Indenture *Tripartite*, bearing even Date with the said recited Indenture of Release declared and expressed, (that is to say) Upon Trust, and to the Intent and Purpose, that the said *B.* his Heirs, &c. should with all convenient Speed sell and dispose of the said Premises (amongst other Things) for the most Advantage of all the said Creditors of the said *A.* that he or they could; And upon further Trust, that after Deduction of all necessary Charges and Expences, as well in and about the Sale of the said Premises, and other Charges relating to the Execution of the Trusts in them reposed, he the said *B.* his Heirs, &c. to distribute and divide the Remainder of the Monies which should arise and be received by, from or in respect of the said Premises, to himself, and to and amongst the Rest of the said Creditors of the said *A.* Parties to the before recited or mentioned Indenture *Tripartite*, in Proportion according to the several Debts to him and them respectively due and owing, mentioned in the Schedule thereunto annexed, or according to the Account of the said Debts, as the same should be proved and appear to be, for and in full Payment and Satisfaction of their said several Debts due and owing to them as aforesaid, or to that Effect, as by the said recited Indentures of Lease and Release,

Release, and Indenture *Tripartite*, Relation, &c. **Now this Indenture witnesseth**, that for and in Consideration of — of lawful, &c. to the said *B.* in Hand, at, &c. by the said *H.* well and truly paid, (by and with the Consent, Direction and Appointment of the said *C. D. E. F.* and *G.* testified by their being Parties to, and Signing and Sealing these Presents) which said Sum of — is the same Sum of Money which is mentioned to be the Consideration of a certain Writing or Assignment under the Hand and Seal of the said *B.* and the said *C. D.* &c. bearing even Date with these Presents, indorsed on an Indenture of Demise under the Hand and Seal of the said *A.* bearing Date, &c. the Receipt, &c. and in Pursuance of the Trust in him the said *B.* reposed as aforesaid, he the said *B.* **Hath** granted, &c. and by these Presents, by and with the like Consent, Direction and Appointment of the said *C. D.* &c. testified as aforesaid, **Doth** fully, &c. unto the said *H.* (now being in the actual Possession, &c. by Force, &c. made by the said *B.* for the Consideration of 5 s. by Indenture *Tripartite*, &c.) (*between the same Parties*); and to the Heirs of the said *H.* for ever, **All** that, &c. and all and singular other the Premises, in and by the said recited Indentures of Lease and Release, mentioned and intended to be granted, bargained, sold, released and confirmed to the said *B.* his Heirs and Assigns as aforesaid, with the Appurtenances, and every Part and Parcel thereof, and the Reversion, &c. and also all the Estate, &c. of him the said *B.* of, in, &c. by Force, Virtue or Means of the said recited Indentures of Lease and Release, or by any other Ways, &c. together with the said recited Indentures of Lease and Release, and all other Deeds, &c. **To have and to hold** the said — and all other the Premises herein before, &c. (*as usual*); **And**, &c. (*Covenant that the Trustee has not incumbered, and to make further Assurance, to the Use of the Purchaser. Vide Tit. Covenants.*) **In Witness**, &c.

Part of a Draught of a Release and Assignment of Freehold and Leasehold Estates to Trustees, to pay 50 l. per Ann. until a Debt of 400 l. paid.

THIS Indenture, &c. — **And whereas** the said *T. W.* is justly indebted to the said *W. H.* in the Sum of 400 l. of, &c. and for making a Provision for Repayment thereof, the said *M. W.* hath consented and agreed that the said *W. H.* and *G. P.* shall convey and assign the said Freehold and Leasehold Premises unto the said *A.* and *B.* upon the Trusts, and to and for the Intents and Purposes, and with, under and subject to the Proviso, Covenants and Agreements herein after mentioned and expressed touching and concerning the same: **Now this Indenture witnesseth**, that as well for the Considerations, and to and for the Intents and Purposes aforesaid, as also for and in Consideration of the Sum of 5 s. a-piece of, &c. in Hand well and truly paid to the said *W. H.* and *G. P.* by the said *A.* and *B.* at, &c. the Receipt, &c. they the said *W. H.* and *G. P.* (at the special Instance and Request, and by and with the Consent, Direction and Appointment of the said *M. W.* and *T. W.* her Husband, testified by their being Parties to, and Executing of these Presents) **Have**, and each of them **Hath** bargained, sold, released and confirmed, and by these Presents **Do**, and each of them **Doth**, &c. unto the said — (in their actual Possession now being, &c.) and to their Heirs and Assigns, **All** those the said Freehold Messuages, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the same Freehold Messuages or Tenements and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *A.* and *B.* their Heirs and Assigns, **To the Use** and Behoof of the said *A.* and *B.* their Heirs and Assigns, during the natural Life of the said *M. W.* and no longer, upon the Trusts, and for the Intents and Purposes, and with and under and subject to the Proviso, Covenants and Agreements herein after mentioned and declared touching and concerning the same: **And this Indenture further witnesseth**, that the said *W. H.* and *G. P.* for the same Considerations, and to and for the same Intents and Purposes, and at and by the same Instance and Request, Consent and Appointment as aforesaid, **Have**, and each of them **Hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them **Doth**, &c. unto the said *A.* and *B.* their Executors, Administrators and Assigns, **All** that the said Leasehold, &c. and all the Estate, &c. of them the said *W. H.* and *G. P.* or either of them, of, in, to or out of the same Premises, and every or any Part or Parcel thereof; **To have and to hold** the same Leasehold Messuages or Tenements and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *A.* and *B.* their Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of 61 Years thereof demised as aforesaid, yet to come and unexpired, under and subject to the said reserved yearly Rent of 6 l. payable for the same as aforesaid, upon the Trusts, and to the Intents and Purposes, and with, under and subject

to the Proviso, Conditions and Agreements herein after mentioned, touching and concerning as well the said Freehold as Leasehold Premises; (that is to say) **Upon Trust**, in the first Place, that they the said *A.* and *B.* or the Survivor of them, or the Heirs, Executors or Administrators of such Survivor, do and shall pay, or cause to be paid unto the said *W. H.* his Executors, Administrators or Assigns, by and out of the Rents, Issues and Profits of the said respective Premises, the yearly Rent or Sum of 50*l.* of, &c. by equal half-yearly Payments, at *Lady-Day* and *Michaelmas-Day* in every Year, until the said respective Principal Sums of 200*l.* and 200*l.* so due to the said *W. H.* as aforesaid, shall be fully paid and satisfied with proportionable Interest for the same from henceforth, (in case the said *M. W.* shall happen to live so long, and not otherwise); the first of the said half-yearly Payments of the said yearly Rent or Sum of 50*l.* to begin and to be made upon *Michaelmas-Day* next ensuing the Date of these Presents, without any Deduction or Abatement whatsoever out of any or either of such half-yearly Payments, for or in Respect of any Taxes, Charges or Impositions whatsoever; **And** in the next Place, do and shall permit and suffer the said *M. W.* to take, receive and enjoy all the Rest and Residue of the Rents, Issues and Profits of the said Freehold and Leasehold Premises, (over and above the said yearly Payments of 50*l.* unto the said *W. H.* as aforesaid) and all the Rents, Issues and Profits of the same Premises, from and immediately after Payment and Satisfaction of the said Principal Sum of 400*l.* by 50*l.* a Year as aforesaid, for her sole Use, Benefit and Behoof, during the Term of her natural Life, according to the said Will of the said *H. W.* without the Power and Controul of the said *T. W.* her Husband, and that her Receipts only, shall from Time to Time be a sufficient Discharge for the same: **Provided always**, and it is hereby declared and agreed by and between all and every the Parties to these Presents, and the true Intent and Meaning of them, and every of them, and of these Presents, is and are, that in case the said *M. W.* shall happen to die before the said Principal Sum of 400*l.* shall be fully paid and satisfied by such yearly Payments as aforesaid; or in case the said Sum of 400*l.* shall be fully paid and discharged by such yearly Payments as aforesaid; or in case the said Sum of 400*l.* shall be fully paid and discharged in the Life-time and before the Decease of the said *M. W.* then and in either of the said Cases, and immediately upon and after such Death or Payment as aforesaid, these Presents, and every Clause, Matter and Thing herein contained, shall cease, determine, and be utterly void, to all Intents and Purposes whatsoever; **And** then and in either of the said Cases, they the said *W. H.* and *G. P.* or the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, shall stand seised and possessed of and in the said Freehold and Leasehold Premises, and of every Part and Parcel of them respectively, with the Appurtenances, upon such Trusts, and to and for such Uses, Behoofs, Intents and Purposes, as are mentioned and declared, touching and concerning the same in and by the said recited Will of the said *H. W.* any Thing herein contained to the contrary thereof in any wise notwithstanding; **And** the said *M. W.* doth hereby impower, direct and appoint the said *A.* and *B.* and the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, to pay the said yearly Sum of 50*l.* by and out of the Rents and Profits of the said respective Premises, unto the said *W. H.* his Executors, Administrators or Assigns, until the said Principal Sum of 400*l.* shall be fully paid and satisfied, (in case he shall happen to live so long) according to the true Intent and Meaning of these Presents; **And** the said *W. H.* (done no Act to incumber the Premises; the like Covenant from P.) **In Witness, &c.**

Trustees Conveyance of their Trust to new Trustees, upon the same Trust as before, being very particular and special Conveyance, and drawn and approved of by several eminent Counsel.

THIS Indenture Tripartite made, &c. **Between** *R. M.* of, &c. Gent. and *P.* his Wife, (formerly the Widow and Relict of *T. S.* late of, &c. Esq; deceased) of the first Part, *E. B.* of, &c. and *C. H.* of, &c. of the second Part, and *R. M.* of, &c. Gent. and *J. H.* of, &c. Gent. of the third Part. **Whereas** by Indentures of Lease and Release, bearing Date on or about the 17th and 18th Days of September, 1711. the said Release being Tripartite, and made or mentioned to be made between the said *P. M.* (by her then Name of *P. S.* of the first Part, the said *R. M.* of the second Part, and the said *E. B.* and *C. H.* of the third Part, (reciting that a Marriage was then intended to be had and solemnised between the said *P.* and the said *R. M.* and that the said *R. M.* by Virtue of the said then intended Marriage, would be now intitled to a considerable Fortune with the said *P.* over and besides the Real and Personal Estate of her the

Recital of first Settlement of Mrs. M. before her Marriage, of all her Real and Personal Estate.

Parcels.

Habendum,
to and to the
Use of Tru-
stees upon fe-
veral Trusts,
viz. to pay
the Rents to
her during
Life for her
separate Use
and Benefit;
afterwards

to the Use of
whom, as she
by Will or
Writing
should ap-
point; and
for want there-
of, to her own
Right Heirs.

Recites her
Leasehold
Estate,

and that she
assigned the
same to said
Trustees for
the Remainder
of the Terms,

In Trust in
the first Place,
to raise Money
to renew the
Lease, and af-
ter to stand

said *P.* therein after mentioned and intended to be thereby conveyed, assigned and settled, to and upon the several Uses, Trusts, Intents and Purposes therein and herein after mentioned and expressed) **In Consideration** of the then intended Marriage, and for other Considerations therein mentioned, the said *P.* (with the Consent, good Liking and Approbation of the said *R. M.*) did grant, release and confirm unto the said *E. B.* and *C. H.* and their Heirs, *All* those two undivided third Parts, the whole into three equal Parts to be divided, of all, &c. (which said Messuages, Farms, Lands and Hereditaments, were late the Estate and Inheritance of *H. A. Gent.* deceased, late Father of the said *P.*) and all other the Freehold Messuages, Lands, Tenements and Hereditaments whatsoever of her the said *P.* situate, lying and being in the said County of *Y.* *To hold* unto the said *E. B.* and *C. H.* and their Heirs, *To* the Use of the said *P.* and her Heirs, until the Solemnization of the said then intended Marriage; and from and after the Solemnization thereof, then to the Use and Behoof of the said *E. B.* and *C. H.* and their Heirs, for and during the natural Life of the said *P.* *Upon Trust*, and to the Intent and Purpose, that they the said *E. B.* and *C. H.* and the Survivor of them, and his Heirs, should pay and dispose of the Rents, Issues and Profits of all and singular the said Premises, from Time to Time, as they should be received unto the said *P.* during the Term of her natural Life, to be paid unto her own proper Hands, or to such Person or Persons, as she by any Note or Notes, Writing or Writings to be by her signed, as she should from Time to Time appoint; the same to be paid for the separate and peculiar Use and Benefit of the said *P.* and not to be liable to the Debts, Engagements, Incumbrances or Controul of the said *R. M.* and that the Receipts or Acquittances of the said *P.* by her signed with her own proper Hand, (notwithstanding her then intended Coverture with the said *R. M.*) or of such Person or Persons by her to be appointed as aforesaid to receive the same, should be from Time to Time sufficient to discharge the said *E. B.* and *C. H.* their Heirs, Executors, Administrators and Assigns, and the Tenant and Tenants for the Time being of the said Premises, of and for the said Rents, Issues and Profits of the Premises, or so much thereof as should be thereby, from Time to Time, and at all Times, acknowledged to be received from them or any of them, their or any of their Heirs, Executors, Administrators or Assigns; *And* from and after the Death of the said *P.* *To the Use* of such Person and Persons, and for such Estate and Estates, as the said *P.* (whether Covert or Sole, and notwithstanding her Coverture) by any Deed or Deeds, Writing or Writings to be by her sealed and delivered in the Presence of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will to be by her published, signed and sealed in the Presence of three or more Witnesses, should limit, direct and appoint; and for want of such Limitation, Direction or Appointment, and until such Direction, Limitation or Appointment should be made, and until such Estate and Estates so limited, directed or appointed, should respectively commence and take Effect, and as such Estate or Estates so limited, directed or appointed, should respectively end and determine; and as to such Parts thereof, whereof no Limitation, Direction or Appointment should be made, to the Use and Behoof of the right Heirs of the said *P.* for ever. *And* it is by the said recited Indenture of Release further recited, that the said *P.* was possessed of and interested in a certain Messuage or Tenement, Farm and Lands, with their Appurtenances, situate, lying and being in *M.* in the said County of *Y.* for the Remainder of a certain Term of 21 Years then to come, by Virtue of one Indenture of Demise and Lease thereof, made and granted by, &c. unto the said *T. S.* in his Life-time; *It is by the said Indenture of Release further witnessed*, that for the Considerations therein mentioned, the said *P.* (by and with the Consent, good Liking and Approbation of the said *R. M.*) *Did* bargain, sell, assign, transfer and set over unto the said *E. B.* and *C. H.* their Executors, Administrators and Assigns, *All* the said leasehold Messuage or Tenement, Farm and Lands, with the Appurtenances, situate, lying and being in *M.* aforesaid, and every Part and Parcel thereof, and all and singular other the Premises, in and by the said Indenture of Lease demised by the said, &c. unto the said *T. S.* as aforesaid; *To hold* unto the said *E. B.* and *C. H.* their Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 21 Years then to come and unexpired, and for and during any other Term or Terms for Years, which she the said *P.* had or was intitled unto the said Leasehold Premises, or any Part thereof, subject to the several Trusts, and to the Intents and Purposes therein after expressed and declared concerning the same, *viz.* *In Trust* that they the said *E. B.* and *C. H.* their Executors, Administrators and Assigns should, from Time to Time, raise so much Money out of, and by the Rents and Profits of the same Leasehold Premises, as should be requisite for the Payment of the Fines, for the renewing from Time to Time of the said therein and herein before in Part recited Indenture of Lease, and the same to be renewed

renewed at the End of every seven Years, to be computed from the Commencement of the said in Part recited original Indenture of Lease, or within any shorter Time, at the Direction of the said E. B. and C. H. and the Survivor of them, his Executors, Administrators and Assigns, should stand possessed of the said Leasehold Premises, so to be renewed as aforesaid, *In Trust* for the said P. her Executors, Administrators and Assigns, until the Solemnization of the said then intended Marriage; and from and after the Solemnization thereof, *Then upon Trust* and Confidence, and to the Intent and Purpose, that they the said E. B. and C. H. and the Survivor of them, his Executors, Administrators and Assigns, should pay and dispose of the Rents, Issues and Profits of the said Leasehold Premises, from Time to Time as they should be received, unto the said P. during the Term of her natural Life, to be paid to her own proper Hands, or to such Person or Persons, as by any Note or Notes, Writing or Writings to be by her signed, she should from Time to Time appoint, the same to be paid to her sole, separate, and peculiar Use and Benefit, and not to be liable to the Debts, Engagements, Incumbrances or Control of the said R. M. and that the Receipts or Acquittances of the said P. by her signed with her own proper Hand, (notwithstanding her then intended Coverture with the said R. M.) or of such Person or Persons by her to be appointed as aforesaid to receive the same, should be from Time to Time sufficient to discharge the said E. B. and C. H. their Executors, Administrators and Assigns, and the Tenant and Tenants for the Time being of the said Leasehold Premises, of and from the said Rents, Issues and Profits of the same Premises, or so much thereof, as should be thereby, from Time to Time, and at all Times, acknowledged to be received from them, or any of them, their or any of their Executors, Administrators or Assigns respectively; and from and after the Death of the said P. *Then in Trust* for such Person and Persons, and for such Estate and Estates, as the said P. (whether Covert or Sole, and notwithstanding her then intended Coverture with the said R. M.) by any Deed or Deeds, Writing or Writings to be by her sealed and delivered in the Presence of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will, to be by her published, signed and sealed in the Presence of three or more Witnesses, should limit, direct or appoint; and for want thereof, in Trust for her Executors and Administrators.

And it is by the said Indenture of Release further recited, that by Indenture of Mortgage, bearing Date on or about the first Day of May, &c. R. D. the Elder of, &c. Gent. and R. D. the Younger, Son and Heir apparent of the said R. D. the Elder, for and in Consideration of the Sum of 500 l. to them paid by the said P. *Did* grant and demise unto the said P. All those Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, commonly called or known by the Name of N. lying within the Parish of T. in the County of, &c. which were then late the Inheritance of W. B. Esq; deceased, formerly in the Possession of J. D. and then or then late in the Possession of D. D. Widow of the said J. D. *To hold* unto the said P. (then P. S.) her Executors, Administrators and Assigns, from the Date thereof, for and during the Term of 1000 Years from thence next ensuing, at and under the yearly Rent of one Pepper-Corn; *In* which said last mentioned Indenture, there is a Proviso contained for the making void the same Indenture on Payment by the said R. D. the Elder, and R. D. the Younger, unto the said P. of the Sums of 530 l. in Manner, and at the several Days and Times therein limited and appointed for the Payment thereof, and then long since past; *And* reciting that the said Sum of 530 l. was not paid pursuant to the said Proviso in the said Indenture of Mortgage contained, by Reason whereof the said Term of 1000 Years became absolutely vested in the said P. her Executors, Administrators and Assigns; *It is by the said recited Indenture of Release further witnessed*, that for the Considerations therein mentioned, the said P. (by and with the Consent, good Liking and Approbation of the said R. M.) *Did* bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their Executors, Administrators and Assigns, All the said Messuages, Lands, Tenements and Hereditaments therein and herein before mentioned to be situate in the said Parish of T. and demised by the said R. D. the Elder, and R. D. the Younger, unto the said P. her Executors, Administrators and Assigns as aforesaid, and every Part and Parcel thereof, with their and every of their Appurtenances; *To hold* unto the said E. B. and C. H. their Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue and Remainder of the said Term of 1000 Years, from the said P. by Consent of R. M. assigns to E. B. and C. H. for the Remainder of 1000 Years, subject to the Trusts after mentioned.

possessed in Trust for her, &c. till the Marriage, and afterwards in Trust to dispose the Rents thereof to herself, for her separate Use, during her Life, and afterwards

in Trust for such Persons, as she by Deed or Will should appoint, and for want thereof, in Trust for her Executors and Administrators.

Recites her several Securities for Money.

Habendum for 1000 Years to D.

Redeemable on Payment of 530 l.

Reciting the 530 l. unpaid.

P. by Consent of R. M. assigns to E. B. and C. H.

for the Remainder of 1000 Years, subject to the Trusts after mentioned.

1000 Years then to come and unexpired, and for and during any and every other Term or Terms for Years which she the said *P.* had or was intitled unto in the same Premises, subject to the several Trusts, and to the Intents and Purposes therein after expressed, limited and declared of and concerning the same. **And** it is by the same Indenture of Release further recited, that *N. P.* of, *Esq.* and *W. P.* of, *Esq.* by their Bond or Obligation, bearing Date on or about the 18th Day of *October*, *Esq.* became bound unto the said *P.* in the Penal Sum of 200*l.* conditioned for the Payment of 100*l.* unto the said *P.* her Executors, Administrators or Assigns, at a certain Day therein mentioned, and long since past; **And** further reciting, that *A. P.* of, *Esq.* Gent. by his Bond or Obligation, bearing Date on or about the second of *May*, *Esq.* became bound unto the said *P.* in the Penal Sum of 300*l.* conditioned for the Payment of 159*l.* unto the said *P.* her Executors, Administrators or Assigns, at a certain Day therein mentioned, and long since past; **And** further reciting that the said *P.* was possessed of and well intitled unto a Gold-Watch and Gold-Chain thereto belonging, a Pearl-Necklace, *Esq.* *It was by the said Indenture of Release further witnessed*, that for the Considerations therein mentioned, the said *P.* by and with the Consent, good Liking and Approbation of the said *R. M.* *Did* bargain, sell, assign, transfer and set over unto the said *E. B.* and *C. H.* their Executors, Administrators and Assigns, the said two several and respective Bonds or Obligations herein before in Part recited, and all Monies as well Principal as Interest thereupon, or by Virtue thereof respectively, due and payable; and also the said Gold-Watch and Chain, *Esq.* therein and herein before mentioned, and every of them; *To hold* unto the said *E. B.* and *C. H.* their Executors, Administrators and Assigns from thenceforth, in as full and ample Manner, to all Intents, Constructions and Purposes, as she the said *P.* might, could or ought to have had, held and enjoyed the same, in case the same Indenture had never been made; **And** it was by the same Indenture of Release agreed and declared, that the said several and respective Bargains, Sales and Assignments therein before severally and respectively made of the said Mortgage so made by the said *R. D.* the Elder, and *R. D.* the Younger, to the said *P.* as aforesaid, and all Monies thereupon due and owing, and of the said several and respective Bonds or Obligations, and all Monies thereupon respectively due and owing, and of the said Gold-Watch, Chain and Ring, and several Pieces or Parcels of Silver, Plate, and of every of them, was upon Trust, that they the said *E. B.* and *C. H.* and the Survivor of them, his Executors and Administrators, should stand possessed of the same Premises, *In Trust* for the sole, separate and peculiar Use and Benefit of the said *P.* and should imploy, deliver and dispose of the same, and every of them, and of the Proceed and Produce thereof, and of every Part thereof, to such Person and Persons, as the said *P.* separate and apart from the said *R. M.* (notwithstanding the intended Coverture) by any Deed or Deeds, Writing or Writings to be by her signed and sealed in the Presence of two or more Credible Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will, to be by her published, signed and sealed in the Presence of three or more Witnesses, should at any Time or Times thereafter appoint, direct or declare, and that under such Trusts, Qualifications, Conditions, Limitations and Agreements, as she the said *P.* should appoint, direct or declare, absolutely or conditionally at her Will and Pleasure; and for want of such Appointment, Direction or Declaration, and until such Appointment, Direction or Declaration should be made, and as to such Part or Parts thereof, whereof no such Appointment, Direction or Declaration should be so made, in Trust for the said *P.* her Executors, Administrators and Assigns. **And** the said *R. M.* for himself, his Heirs, Executors, Administrators and Assigns, *Did* by the said Indenture of Release covenant with the said *E. B.* and *C. H.* the Executors, Administrators and Assigns, that (notwithstanding any Act, Matter or Thing to be made, done or committed by him the said *R. M.* to the contrary) it should and might be lawful to and for the said *P.* at any Time or Times thereafter during the said then intended Coverture, and at all other Times, to make such Will, Gift or Disposition of the said several and respective Premises therein and herein before severally and respectively mentioned and intended to be thereby conveyed, assigned and set over, to and for her separate Use as aforesaid, and of every of them, and of every Part and Parts of them, and every of them, and of the Produce and Proceed thereof, as she the said *P.* shall think fit, direct or declare; **And** that he the said *R. M.* his Executors, Administrators or Assigns, or any other Person or Persons claiming or to claim by, from, or under him or them, should not impeach, question, hinder, molest or trouble any Person or Persons claiming under such Deed or Deeds, Writing or Writings, Will or Disposition of or by the said *P.* as aforesaid, but that all and all Manner of Dispositions whatsoever, to be had, made or done of the said Premises, or any Part thereof, by the said *P.* at all Times, should be as good and

Recites *N. P.*
and *W. P.*
Bond to *P.* for
100*l.*

and *A. P.*'s
Bond to *P.*
or 1509*l.*

and that *P.*
was possessed
of several
Jewels and
Plate.

The said *P.*
assigns the said
Bonds, Jewels
and Plate

to the said
E. B. and
C. H.

in Trust for
the separate
Use of *P.* as
she by Deed
or Will ap-
points.

R. M. cove-
nants with the
Trustees, that
P. might
make a Will
or Disposition,

and that he
should not
question such
Will or Dis-
position.

and effectual in the Law, as if the said *R. M.* had joined in the same with the said *P.* or as if the said *P.* were not married to the said *R. M.* for and notwithstanding any Act to be done by the said *R. M.* to the contrary; And that in case the said then intended Marriage should take Effect and be solemnised, and that the said *P.* should depart this Life in the Life-time of the said *R. M.* and should make such last Will or other Grant or Disposition, as aforesaid, of all or any the said Premises, or should make any one Person or Persons, Executor or Executors of such her last Will as aforesaid, or otherwise, that he the said *R. M.* his Executors or Administrators, upon Request should give his and their Consent to the Probate of such Will, and to the Allowance of such Grant or Disposition; And that he the said *R. M.* his Executors or Administrators should not oppose the Probate thereof, or the Appointment, Direction, Grant, Disposition or Enjoyment of the Premises by Virtue thereof, by such Executors or Administrators, Legatee or Legatees, or any other Person or Persons claiming or to claim under them, or any of them; And that he the said *R. M.* should and would give Power and Authority to the said Trustees, or the Survivor of them, his Executors or Administrators, to sue for the said Debts, Sum and Sums of Money in the Name of the said *R. M.* (he the said *R. M.* being indemnified in the said Suits); And that such Debts, Sum and Sums of Money so secured by the said in Part recited Mortgage and Bonds or Obligations, and every of them, when recovered and received, should be liable to the Trusts therein and herein above mentioned. And it is by the said Indenture of Release, provided, agreed and declared, that it should and might be lawful to and for the said *E. B.* and *C. H.* their Executors, Administrators and Assigns, and every of them, from Time to Time, and in the first Place, out of all, every or any of the said respective Premises thereby mentioned or intended to be bargained, sold, assigned, transferred and set over, or whereof any Trust was thereby declared, or out of the Product, Produce and Proceed thereof, to deduct and take to themselves all their reasonable, Costs, Charges and Expences whatsoever, which they or any of them should expend or be put unto, in or about the Management of the Premises, or the Execution or Defence of any of the Trusts aforesaid; And that none of them should be accountable for any more Monies than what they should respectively actually receive, nor for the said Watch-Chain, Ring, and several Pieces of Plate, or any of them, other than such Part or Parts thereof, as should actually come to their respective Hands, and that no one of them should be chargeable or accountable for the Acts, Receipts, Neglects or Defaults of the other or others of them. And whereas soon after the Making and Executing of the said Indentures of Lease and Release, the said then intended Marriage betwixt the said *R. M.* and the said *P.* was had and solemnised: And whereas afterwards the said *R. M.* and *P.* his Wife, exhibited their Bill in the High and Honourable Court of Chancery against the said *E. B.* and *C. H.* thereby setting forth, that the said in Part recited Indenture of Lease and Release were by some Accident lost, but that the Plaintiffs had then in their Custody a Draught thereof, and that the said Deeds being executed by the Plaintiff *P.* with the Plaintiff *R.*'s Consent, did vest the legal Estate of the said Freehold and Leasehold Premises, and the said Securities and other the Premises, in the said Defendants, and that the Plaintiffs had applied themselves to the Defendants, desiring them either to accept of the said Trust in Relation to the said Freehold and Leasehold Premises, or to assign the same to other Trustees, subject to the same Trust; and that the said Mortgage, Bonds and Plate might be assigned to the absolute Use of the Plaintiff *R.* (the Plaintiff *P.* agreeing and consenting to give him the same) but that the Defendants refused to act in the Trust, or to assign the same without Direction of the said Court for their Indemnity; the Scope of the Bill was, that the Defendants might accept the said Trust, or assign the same over to other Trustees, and to be relieved in the Premises: And whereas the said Defendants *E. B.* and *C. H.* having put in their Answers to the said Bill, and the said Draught of the said Release being exhibited and proved in the said Cause, it was, upon Wednesday the said 30th Day of July last past, ordered and decreed by the said Court, that the Defendants the said *E. B.* and *C. H.* should convey and assign the said Trusts to such new Trustees, as Mr. *D.* one of the Masters of the said Court, should (with the Consent of the said *P.*) direct and appoint, subject to the same Trusts contained in the said Draught of the said Indentures of Lease and Release in the Plaintiff's Custody; and for their so doing, they were thereby saved harmless and indemnified, as by the said Indentures of Lease and Release, and the Draught thereof, and the said Bill, Answers, Decree or Decretal Order, and other Proceedings in the said Court, Relation being thereunto had, may more fully appear: Now this Indenture witnesseth, that in Pursuance of and in Obedience to the said Decree or Decretal Order, and for and in Consideration of the Sum of 5*s.* &c. to the said *E. B.* and *C. H.* in Hand paid by the said *R. M.* and *J. H.*

and that he should consent to the Probate of such Will,

nor oppose the Probate thereof,

and to give Power to Trustees to sue for Debts, &c.

and that the Monies and Securities should be liable to the Trusts.

That the Trustees might deduct the Charges.

Not to be accountable for more than they receive, nor for the Interest and Plate, nor for the Acts of the other.

Recites the Marriage took Effect, and a Bill brought in Chancery by *R. M.* and Wife, against the Trustees, shewing that the said Settlement was lost,

and prayed that the Trustees might accept Trust, or assign over to other Trustees.

Decreed the same accordingly, subject to the same Trust as before.

In Pursuance of the Decree,

*E. B. and
C. H.*

grant the
Freehold
Estate,

to and to
the Use of
R. M. and
J. H. and
their Heirs,
for the Life
of *P.* upon
Trust of the
Rents thereof,
unto her for
Life for her
separate Use;

and after her
Decease, to
the Use of
such Person,
&c. as she by
Will or Deed
should ap-
point;

and in De-
fault thereof,
to the right
Heirs of *P.*
for ever.

And in fur-
ther Pursu-
ance of the
Decree,

*E. B. and
C. H.*

assigned

the Parcels
of the Lease-
hold in *hæc*
verba, as be-
fore, to the
Habendum,

at and before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknow-
ledged, the said *E. B.* and *C. H.* by the Direction and Appointment of the said Mr. *D.*
testified by his Approving and Allowing of these Presents under his Hand, in the Margin
of the first Skin of this Indenture, and with the Consent and Concurrence, and at the spe-
cial Instance and Request of the said *R. M.* and *P.* his Wife (testified by their being made
Parties to and by their Signing and Sealing of these Presents) **Have**, and each of them
Doth granted, released and confirmed, and by these Presents **Do**, and each of them the
said *E. B.* and *C. H.* **Doth** grant, release and confirm unto the said *R. M.* and *J. H.* (in
their actual Possession, &c. made by the said *E. B.* and *C. H.* for one whole Year, for the Con-
sideration of 5 s. of, &c. by Indenture, &c. and made between the said *E. B.* and *C. H.* of the
one Part, and the said *R. M.* and *J. H.* of the other Part, and sealed, &c.) and to their Heirs,
All that the said two undivided third Parts (the whole into three equal Parts to be divided)
Of all, &c. (*The Parcels* in *hæc verba* as before); **To have and to hold** the said two
third Parts (the whole into three equal Parts to be divided) of the said Messuages, Farms,
Lands, Grounds, Tenements, Hereditaments and all and singular other the Premises here-
by granted, released or confirmed, or mentioned or intended so to be, and every Part and
Parcel thereof with their and every of their Appurtenances, unto the said *R. M.* and *J. H.*
and their Heirs, to the Use and Behoof of the said *R. M.* and *J. H.* and their Heirs, du-
ring the natural Life of the said *P. M.* **Upon Trust** and Confidence, and to the Intent
and Purpose, that they the said *R. M.* and *J. H.* and the Survivor of them, and the Heirs
of such Survivor, shall pay and dispose of the Rents, Issues and Profits of all and singu-
lar the said Premises from Time to Time, as they shall be received, unto the said *P.* during the
Term of her natural Life, to be paid unto her own proper Hands, or to such Person or Per-
sons, as by any Note or Notes, Writing or Writings, to be by her signed, as she shall
from Time to Time appoint; the same to be paid for the separate and peculiar Use and
Benefit of the said *P.* and not to be liable to the Debts, Engagements, Incumbrances or
Control of the said *R. M.* and that the Receipts or Acquittances of the said *P.* by her
signed with her own proper Hand (notwithstanding her Coverture with the said *R. M.*)
or of such Person or Persons by her to be appointed as aforesaid to receive the same, shall
be from Time to Time sufficient to discharge the said *R. M.* and *J. H.* their Heirs, Ex-
ecutors, Administrators and Assigns, and the Tenant or Tenants for the Time being of the
said Premises of and for the said Rents, Issues and Profits of the Premises, or so much
thereof, as shall be thereby from Time to Time and at all Times acknowledged to be received
from them or any of them, their, or any of their Heirs, Executors, Administrators or Assigns;
And from and after the Death of the said *P.* **To the Use** of such Person and Persons,
and for such Estate and Estates, as the said *P.* (whether covert or sole, and notwithstanding
her Coverture with the said *R. M.*) by any Deed or Deeds, Writing or Writings to be
by her sealed and delivered in the Presence of two or more Witnesses, or by her last Will
and Testament in Writing, or any Writing purporting her last Will, to be by her published,
signed and sealed in the Presence of three or more Witnesses, shall limit, direct or appoint;
and for Want of such Limitation, Direction or Appointment, and until such Limitation,
Direction or Appointment shall be made; and until such Estate and Estates so limited, di-
rected or appointed, shall respectively commence and take Effect; and as such Estate or
Estates so limited, directed or appointed, shall respectively end and determine; and as to
such Part or Parts thereof, whereof no such Limitation, Direction or Appointment
shall be made, **To the Use** and Behoof of the right Heirs of the said *P.* for ever. **And**
this Indenture further witnesseth, That in further Pursuance of and in Obedience
to the the said Decree or decretal Order, and also for and in Consideration of the Sum of
5 s. of, &c. to the said *E. B.* and *C. H.* in Hand paid by the said *R. M.* and *J. H.* at
and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby ac-
knowledge, the said *E. B.* and *C. H.* by the Direction and Appointment of the said Mr.
D. and with the Consent and Concurrence, and at the special Instance and Request of the
said *R. M.* and *P.* his Wife, testified as aforesaid, **Have**, and each of them **Doth** bar-
gained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of
them the said *E. B. C. H.* **Doth**, &c. unto the said *R. M.* and *J. H.* their Executors,
Administrators and Assigns, **All** the said Leasehold Messuages, Farm and Lands with the
Appurtenances situate, lying and being in *M.* aforesaid, &c. and the Reversion and Re-
versions, Remainder and Remainders, Rents, Issues and Profits thereof and of every Part
thereof, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Term and De-
mand whatsoever in Law or Equity, of them the said *E. B.* and *C. H.* or either of them,
of, in, to, or out of the same Premises, and every or any Part or Parcel thereof; **To**
have

have and to hold the said Leasehold Messuage or Tenement, Farm, Lands and all and singular other the Premises hereby assigned, or intended to be hereby assigned, with the Appurtenances, unto the said R. M. and J. H. their Executors, Administrators and Assigns, from henceforth, for and during all the Rest, Residue and Remainder of the said Term of 21 Years yet to come and unexpired, and for and during all and every other Term or Terms for Years, which they the said E. B. and C. H. or either of them, have or hath, or are or is intituled unto, in the said Leasehold Premises or any Part thereof; **Subject nevertheless** to the several Trusts, and to the Intents and Purposes herein after expressed and declared concerning the same, (that is to say) **In Trust** that the said R. M. and J. H. their Executors, Administrators and Assigns, shall from Time to Time raise so much Money out of and by the Rents and Profits of the same Leasehold Premises, as shall be requisite for the Payment of the Fines for the renewing from Time to Time of the said herein before in Part recited Indenture of Lease; and the same to be renewed at the End of every 7 Years, to be computed from the Commencement of the in Part recited original Indenture of Lease, or within any shorter Time, at the Discretion of the said R. M. and J. H. or the Survivor of them, his Executors, Administrators or Assigns; **And** it is hereby agreed and declared by and between all and every the said Parties to these Presents, that the said R. M. and J. H. and the Survivor of them, his Executors, Administrators and Assigns, shall stand possessed of the said Leasehold Premises so to be renewed as aforesaid, **In Trust**, and to the Intent and Purpose, that they the said R. M. and J. H. and the Survivor of them, his Executors, Administrators and Assigns, shall pay and dispose of the Rents, Issues and Profits of the said Leasehold Premises, from Time to Time as they shall be received, unto the said P. during the Term of her natural Life, to be paid to her own proper Hands, or to such Person or Persons, as she by any Note or Notes, Writing or Writings, to be by her signed, shall from Time to Time appoint; the same to be paid to her sole, separate and peculiar Use and Benefit, and not to be liable to the Debts, Engagements, Incumbrances or Controul of the said R. M. and that the Receipts or Acquittances of the said P. by her signed with her own proper Hands (notwithstanding her Coverture with the said R. M.) or of such Person or Persons by her to be appointed as aforesaid to receive the same, shall be from Time to Time sufficient to discharge the said R. M. and J. H. their Executors, Administrators and Assigns, and the Tenant and Tenants for the Time being of the said Leasehold Premises, of and from the said Rents, Issues and Profits of the Premises, or so much thereof as shall be from Time to Time and at all Times acknowledged to be received from them or any of them, their or any of their Executors, Administrators or Assigns respectively; and from and after the Death of the said P. then in Trust for such Person and Persons, and for such Estate and Estates as the said P. (whether covert or sole, and notwithstanding her said Coverture with the said R. M.) by any Deed or Deeds, Writing or Writings, to be by her sealed and delivered in the Presence of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will to be by her published, signed and sealed in the Presence of three or more Witnesses, shall limit, direct or appoint; and for want of such Direction, Limitation or Appointment, and until such Limitation, Direction or Appointment shall be made; and until such Estate and Estates so limited, directed or appointed, shall respectively commence and take Effect; and as such Estate or Estates so limited, directed or appointed, shall respectively end and determine; and as to such Part thereof, whereof no such Limitation, Direction or Appointment shall be made; in Trust for and for the only Benefit and Advantage of the Executors and Administrators of the said P. **And this Indenture further witnesseth**, that in further Pursuance of and in Obedience to the said Decree or decretal Order, and in Consideration of the Sum of 5 s. of, &c. to the said E. B. and C. H. in Hand paid by the said R. M. and J. H. at and before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, the said E. B. and C. H. by the Direction and Appointment of the said Mr. D. and with the Consent and Concurrence and at the special Instance and Request of the said R. M. and P. his Wife, testified as aforesaid, **Have**, and each of them **Doth** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them the said E. B. and C. H. **Doth**, &c. unto the said R. M. and J. H. their Executors, Administrators and Assigns, all the said Messuages, Lands, Tenements and Hereditaments mentioned to be situate, lying and being in the said Parish of T. and demised by the said R. D. the elder, and R. D. the younger, unto the said P. her Executors, Administrators and Assigns, as aforesaid, and every Part and Parcel thereof, with their, and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part thereof, and all the Estate, Right, Title, Interest, Term and Terms for Years to come, and unexpired, Property, Claim and Demand whatsoever in Law or Equity,

to R. M. and J. H. for the Remainder of the Term of 21 Years.

In Trust to raise Money to renew;

and afterwards

in Trust to dispose of the Rents, &c. thereof unto P. for her Life, or whom she shall appoint;

for her separate Use and Benefit;

and after her Decease, in Trust for whom she by Deed or Will should appoint.

And in Default thereof,

in Trust for her Executors and Administrators. And in further Pursuance of the Decree, E. B. and C. H. assigned the mortgaged Premises.

to R. M. and
J. H. for the
Remainder
of the Term
of 1000
Years upon
the Trusts
hereafter
mentioned.

And further
in Obedience
to the Decree

the said
Bonds, Jewels
and Plate,

to R. M.
and J. H.

Declaration
of the Trust
of the Mort-
gage, Bonds,
Jewels and
Plate,

in Trust for
the sole, sepa-
rate Use and
Benefit of P.
and to dispose
thereof to
whom she by
Deed or
Will should
appoint.

R. M. cove-
nants that P.
his Wife may
make a Will
or Disposition
of all the Pre-
misses,

Equity, of them the said E. B. and C. H. or either of them, of, in, to, or out of the same Premises, and every or any Part or Parcel thereof; **To have and to hold** the said Messuages, Lands, Tenements and Hereditaments herein before mentioned to be situate in the Parish of T. and every Part and Parcel thereof, with their, and every of their Appurtenances, unto the said R. M. and J. H. their Executors, Administrators, and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of 1000 Years yet to come and unexpired; and for and during any and every other Term or Terms for Years, which they the said E. B. and C. H. or either of them, have or hath, or are or is intitled unto the same Premises; subject nevertheless to the several Trusts, and to the Intents and Purposes herein after expressed, limited and declared, concerning the same. **And this Indenture further witnesseth**, that in Pursuance of and in Obedience to the said Decree or decretal Order, and for and in Consideration of the Sum of 5*s.* of, &c. to the said E. B. and C. H. in Hand paid by the said R. M. and J. H. at and before the Enfealing and Delivery hereof, the Receipt whereof is hereby acknowledged, the said E. B. and C. H. by the Direction and Appointment of the said Mr. D. and with the Consent and Approbation, and at the special Instance and Request of the said R. M. and P. his Wife (testified as aforesaid) **Have**, and each of them **Hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them the said E. B. and C. H. **Doth** bargain, &c. unto the said R. M. and J. H. their Executors, Administrators and Assigns, **All** the said two several and respective Bonds or Obligations herein before mentioned, and in Part recited, and all Monies as well Principal as Interest thereupon, or by Virtue thereof respectively due and payable, **And also** the said Gold-Watch and Chain, and Pearl Necklace and Diamond Ring, and all and every the said silver Tea-Pot, Lamp, Plate, Spoons, Salvers, Cups, Casters, Candlestick Snuffers Case, Tankard, Salts and Porringer herein before mentioned, and every of them; and all the Right, Title and Interest of them the said E. B. and C. H. or either of them, of, in and to the same, and every of them; **To have and to hold** the said several and respective Bonds or Obligations, and all Monies, as well Principal as Interest thereupon respectively due and payable; and the said Gold-Watch, Chain and Ring, and the said several Pieces or Parcels of Silver Plate herein before mentioned, and every of them, unto the said R. M. and J. H. their Executors, Administrators and Assigns, from henceforth, in as full, ample and beneficial Manner to all Intents, Constructions and Purposes, as the said E. B. and C. H. might, could, or ought to have held and enjoyed the same, in case these Presents had never been made. **And** it is hereby agreed and declared, that the said several and respective Bargains, Sales and Assignments, herein before severally and respectively made, of the said Mortgage so made by the said R. D. the elder, and R. D. the younger, to the said P. as aforesaid, and all Monies thereupon due and owing, and of the said several and respective Bonds or Obligations, and all Monies thereupon respectively due and owing, and of the said Gold-Watch, Chain and Ring, and several Pieces or Parcels of Silver Plate, and of every of them, is upon the Trusts and to the Intents and Purposes herein after mentioned and expressed, limited and declared; of, and concerning the same, (that is to say) upon Trust, that they the said R. M. J. H. and the Survivor of them, his Executors, Administrators and Assigns, shall stand possess'd of the same Premises, **In Trust**, for the sole, separate and peculiar Use and Benefit of the said P. M. and employ, deliver, and dispose of the same and every of them, and of the Proceed and Produce thereof, and of every Part thereof, to such Person or Persons as the said P. separate and apart from the said R. M. (notwithstanding her Coverture with the said R. M.) by any Deed or Deeds, Writing or Writings, to be by her signed and sealed in the Presence of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will, to be by her published, signed and sealed in the Presence of three or more Witnesses, shall at any Time or Times hereafter appoint, direct or declare absolutely, or conditionally at her Will, and Pleasure; and for want of such Appointment, Direction or Declaration, and until such Appointment, Direction, or Declaration shall be made, and as to such Part or Parts thereof, whereof no such Appointment, Direction or Declaration shall be made, in Trust for the said P. M. her Executors, Administrators and Assigns. **And** the said R. M. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant with the said R. M. and J. H. their Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) That (notwithstanding any Act Matter or Thing made, done or committed, or to be made, done or committed by him the said R. M. to the contrary) It shall and may be lawful to and for the said P. at any Time or Times hereafter during her Coverture, and at all other Times, to make such Will, Gift, or Disposition of the said several and respective Premises, herein before severally and respectively mentioned and intended

intended to be hereby conveyed, assigned and settled to and for her separate Use as aforesaid, and of every of them, and of every Part and Parcel of them, and every of them, and of the Produce and Proceed thereof, and of every Part thereof, as she the said P. shall think fit or direct, appoint or declare; **And** that he the said R. M. his Executors, Administrators and shall not question such Will or Disposition, but the same shall be as good in Law, as if he had joined therein, or were not married; or Assigns, or any other Person or Persons claiming or to claim, by, from or under him or them, shall not impeach, question, hinder, molest or trouble any Person or Persons claiming under such Deed or Deeds, Writing or Writings, Will or Disposition of or by the said P. as aforesaid; **But** that all and all manner of Dispositions whatsoever to be had, made or done of the Premises or any Part thereof by the said P. at all Times, shall be as good and effectual in the Law, as if the said R. M. had joined in the same with the said P. or if the said P. were not married to the said R. M. for and notwithstanding any Act done or to be done by the said R. M. to the contrary; **And further**, in case the said P. shall depart this Life in the Life-time of the said R. M. and shall make such last Will or other Grant or Disposition, as aforesaid, of all or any of the said Premises, or shall make any one Person or Persons, Executors or Administrators of such her Will as aforesaid, or otherwise; that he the said R. M. his Executors or Administrators, upon Request shall give his and their Consent to the Probate of such Will, and to the Allowance or Grant of such Disposition; **And** that he the said R. M. shall not oppose the Probate thereof, or the Appointment, Direction, Grant, Disposition or Enjoyment of the said Premises by Virtue thereof, by such Executors or Administrators, Legatee or Legatees, or any other Person or Persons claiming under them or any of them, according to the true Intent and Meaning of these Presents; **And** that he the said R. M. shall and will give Power and Authority to the said Trustees or the Survivor of them, his Executors or Administrators, to sue for the said Debts, Sum and Sums of Money so secured by the said in Part recited Mortgage and Bonds or Obligations, and every of them, when recovered and received, shall be liable to the Trustees to sue for Debts. abovementioned, expressed and declared of the same respectively. **Provided always**, (Power, for the Trustees to deduct their Charges, see Tit. **Proviso**.) **In Witness**, &c.

Letters of Attorney.

I. Letters of Attorney to receive Money, Stock, &c.

A general Letter of Attorney to receive Debts.

KNOW all Men by these Presents, That I A. B. of — (a) for divers good Causes and Considerations me hereunto moving, **Have** made, ordained, authorised, constituted and appointed, and by these Presents **Do** make, ordain, authorise, constitute and appoint C. D. of — my true and lawful Attorney (*irrevocable*) for (b) me and in my Name, and to my Use, (or, *but to the Use of him the said C. D.*) to ask, demand, sue for, recover and receive of E. F. of — (c) **All** and every such Sum and Sums of Money, Debts and Demands whatsoever, which now are due and owing unto me the said A. B. by and from the said E. F. **And** in Default of Payment thereof, to have, use and take all lawful Ways and Means, in my Name, or otherwise, for the Recovery thereof by Attachment, Arrest, (*Distress*) (*Re-entry*) or otherwise, (*and to compound and agree for the same*) **And** on Receipt thereof Acquittances, or other sufficient Discharges for the same, for me, and in my Name, to make, seal and deliver, **And** to do all lawful Acts and Things whatsoever concerning the Premises, as fully in every Respect as I myself might or could do if I were personally present, and an Attorney or Attornies under him for the Purposes aforesaid to make, and at his Pleasure to revoke; **Hereby** ratifying, allowing and confirming all and whatsoever my said Attorney shall in my Name lawfully do, or cause to be done, in and about the Premises, by Virtue of these Presents. **In Witness**, &c.

(a) These Words are often left out as superfluous.

(b) When there are two Attornies, say, **Have** made, &c. and by, &c. B. of, &c. and C. of, &c. jointly, and either of them severally, to be my true and lawful Attornies and Attorney, for me, &c.

(c) Or, Of and from all and every Person and Persons whatsoever, whom it doth, shall or may concern.

To two Persons, but in Case of Death, Absence or Refusal of both or either of them, then to another alone, or with either of them that will act.

— Impower D. and E. &c. jointly, and either of them severally; and in Case of the Decease, Absence or Refusal of the said D. and E. or either of them, to act as our Attorneys by Virtue hereof, then we ordain, constitute and impower F. &c. alone or together, with either of them the said D. and E. as shall be living and present there, and will act as our Attorney, by Virtue of these Presents, jointly, or either of them severally, to be our true, &c.

To three Persons, but in Case of Death, Absence or Refusal of two of them, then to another to join him that does act.

— Constitute B. &c. C. and D. &c. jointly, and either or any of them severally, my true and lawful Attorney and Attornies; and in Case of the Decease or Absence of the said C. and D. or either of them, or of their or either of their Refusal to be and act as my Attorney or Attornies, together with the said B. by Virtue hereof, then and not otherwise I make, ordain, constitute and appoint E. of, &c. together with the said B. in Case of the Death, or of the Absence or Refusal of both of them the said C. and D. to act as aforesaid, or together with either of them the said C. and D. as shall be living and present there, and will act by Virtue hereof jointly, or any of them severally, to be my true and lawful Attorney or Attornies, for me and in my Name, &c.

To receive Money on a Bond.

— And receive of E. F. of — the Sum of — due unto me in and by one Bond or Obligation, bearing Date the — and upon Non-payment thereof, to have, use and take all lawful Ways and Means, in my Name, or otherwise, for Recovery of the same, by Attachment, Bill, Complaint, Arrest, or otherwise, and, &c.

To receive Money which is not become due upon a Bond.

TO all to whom these Presents shall come, I R. C. of — send Greeting. **Whereas** J. V. of — and V. J. of — by their Obligation, bearing Date — last past, are and stand bound unto me the said R. C. in the Sum of — with Condition for the Payment of — on the — now next coming, as by the said Obligation doth more fully appear: **Now know ye**, that I the said R. C. have hereby made, ordained, constituted, appointed and authorised my loving Friend J. F. of — to be my lawful Attorney, for me and in my Name to demand and receive the said Sum of — at the Time limited for the Payment of the same, and if the same shall not be then paid, to sue for and recover the Sum of — being the Penalty of the said Obligation; and on Receipt thereof, &c. (as in the first Letter of Attorney.)

From a Sailor to his Wife, to receive his Wages, and all other Debts.

— Appoint my loving Wife M. C. my true and lawful Attorney, for me, and in my Name, and for my Use, to ask, demand and receive of and from all and every Person and Persons whatsoever, as well all such Sum and Sums of Money as now are, or which shall or may at any Time hereafter become due and owing to me for Wages from any Ship or Ships to whom I now do or may belong; as also all other Monies now due, or to become due and owing to me by any other Ways or Means whatsoever, and upon Non-payment, &c.

To receive a Legacy.

KNOW all Men by these Presents, **That** whereas A. K. late of — by her last Will and Testament, bearing Date — did give and bequeath unto me M. G. of — 500 l. to be paid unto me upon my sealing and delivering a general Release to the Executors of the said A. K. and made and constituted J. B. of — her Executor, and shortly after died: **And** whereas the said J. B. hath proved the said Will, and the said M. G. hath sealed such general Release to the said J. B. as by the said Will is directed, and

and left the same in the Hands of her Attornies herein after named, to be delivered to the said *J. B.* on Payment of the said 500 *l.* **Now know ye,** that I the said *M. G.* have made, ordained, constituted, deputed and appointed, and by these Presents **Do** make, ordain, constitute, depute and appoint *J. E.* of — and *J. S.* of — my true and lawful Attornies jointly, and either of them singly, for me and in my Name, and to my Use, to ask, demand and receive of and from the said *J. B.* the said Legacy of 500 *l.* so given and bequeathed to me the said *M. G.* by the said *A. B.* in her said Will as aforesaid; and upon Receipt thereof by my said Attornies, or either of them, to deliver the said general Release so sealed as aforesaid, or to give such other Discharge as shall be sufficient; I hereby ratifying, allowing and confirming all and whatsoever my said Attornies, jointly or separately, shall lawfully do in the Premises. **In Witness,** &c.

To receive Money from the East-India Company.

— Of and from the United *East-India* Company, or their Treasurer, **All** such Sum and Sums of Money as now are or shall hereafter become due from the said Company unto me the said *A. T.* for and on Account of the Sale of my *China* Ware, brought home by me in the Ship *A.* in my late Voyage from *China*, and sold by the said Company at their Sale commenced the — Day of — and now standing in the Books or Accounts of the said Company in my Name, and also all such Sum or Sums of Money as now are or shall hereafter become due to me the said *A. T.* from the said Company, for and on Account of the said Sale of *China* Ware, &c.

Letter of Attorney to demand and receive Money recovered by a Decree in Chancery.

— **To** ask, demand and receive of *E. L.* of, &c. the Sum of 414 *l.* 13 *s.* 4 *d.* of, &c. decreed to be paid to me by a Decree made in the High Court of Chancery the fifth Day of, &c. in a Cause there depending between me the said *D. L. A.* Plaintiff, and the said *E. L.* Defendant; and by Virtue of the Master's Report, which was confirmed July 23, 17 — and also by an Order of Court obtained November 6, 17 — to serve the said Defendant *E. L.* with a Writ of Execution of the said Decree: And I do by these Presents give and grant unto the said *C. A.* full Power and lawful Authority for me, and in my Name, Stead and Place, to do or cause to be done all and every such other Act and Acts, Thing and Things, as shall be requisite on my Behalf to be done in the Premises, and that in as full, large and ample Manner, as if I myself were at the doing thereof personally present, and had done the same, ratifying, &c.

To receive the Freight of a Ship for the Use of the Receiver and the rest of the Part-Owners.

— **That** *J. A.* &c. Master of the good Ship, &c. have made, &c. *D.* of, &c. Part-Owner of the said Ship, to be my true and lawful Attorney, in my Name, or otherwise, but for the Use of himself and the rest of the Part-Owners of the said Ship, to demand, levy, &c. by all lawful, &c. of and from *E.* and *F.* of *London*, Merchants, their Executors and Administrators, and either and every of them, and all others whom it doth or shall concern, all such Sum and Sums of Money which are due, owing and payable, by and from them, or either of them, for Freight or otherwise, for or in Respect of any Goods or Merchandises imported in the said Ship in her said late Voyage from *C.* by Virtue of a Charter-party dated, &c. or otherwise howsoever; and upon Receipt or Recovery of all or any such Sum or Sums of Money, or any Part thereof, to give sufficient Discharges for the same: Giving, &c.

From a Part-Owner, to receive Dividends of Freight.

— **To** demand, levy, sue, &c. of and from all or any Person or Persons whom it doth or may concern, all such Sum and Sums of Money which now are and shall grow due to me as my Dividend, for and in Respect of my Parts of and in the Ships *C.* and *D.* for Freight or otherwise; and upon Receipt thereof, &c.

From

From the Master of a Packet-Boat, to receive his Wages from the Post-Office.

— Of and from the Treasurer of the General Post-Office in *London*, or from *D.* Manager of the Packet-Boat at *D.* and all others whom it doth or may concern, all such Sum and Sums of Money as are due, owing, payable or belonging unto me, and which shall be ordered to be paid and allowed to me by the Commissioners for executing the Office of Post-Master General, for Wages and other Allowance whatsoever, for my Service as Commander on Board the *E.* Packet-Boat, and to the Seamen of the said Vessel, on Account of her last Voyage to *F.* or otherwise howsoever; and upon Receipt thereof, &c.

To receive Money due on any Bills of Exchange which shall be remitted, and receive Money due in Exchequer Dividends, in the Bank, East-India Company and South-Sea Company, and all other Debts, &c. and to pay Bills of Exchange drawn, &c.

KNOW, &c. That *J. A.* of, &c. intending to go into, and for some Time to continue in Parts beyond the Seas, &c. to be my true, certain and lawful Attorney, for me and in my Name, and to and for my proper Use and Behoof, during such my Continuance abroad, to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from all and every Person and Persons whatsoever whom it doth, shall or may concern, as well all and every such Sum and Sums of Money which shall or may become and grow due and payable to me, by and upon all or any Bill or Bills of Exchange which shall or may be remitted and sent to and for the Account of me the said *A.* as also all, every or any such Sum and Sums of Money which are and shall become and grow due and payable to me at her Majesty's Exchequer, for or upon Account of any Annuity or Annuities, or any Loans, Tallies or Orders, by Virtue of any Act or Acts of Parliament, or for any Dividend or Dividends, for or in Respect of any Stock in the Bank of *England*, in the Company of Merchants trading to *East-India*, in the *South-Sea* Company, or any of them, or for or in Respect of any other Stock belonging to me in any other Company; and likewise for me and in my Name, and to and for my Use, to demand, levy, sue for, recover and receive all such other Debts, Dues, Sum and Sums of Money, Goods, Effects, Merchandises and Things whatsoever, which now are, and which shall or may at any Time or Times hereafter become and grow due, owing, payable or belonging to me the said *A.* upon or by Virtue of any Bond, &c. and also for me and on my Behalf to accept and pay such Bill or Bills of Exchange as shall be drawn or charged on me by any of my Factors, Agents or Correspondents, as Occasion shall require, and generally to do, negotiate, &c. and upon Receipt or Recovery of all or any such Sum and Sums of Money, Annuities, Dividends, Debts, Dues, Goods, Effects, and other Things, or any of them, or any Part thereof, sufficient Acquittances, &c. Giving, &c.

A Letter of Attorney to receive Bank Stock or transfer the same.

KNOW all Persons by these Presents, That the Right Honourable *T.* Earl of *S.* and the Right Honourable *A.* Countess of *S.* his Wife, (Grandaughter and Administratrix of the Goods and Chattels, Rights and Credits of Dame *A.R.* Widow deceased,) have constituted and appointed, and by, &c. *F.E.* of, &c. Gent. to be their true and lawful Attorney for them the said Earl and Countess, and for each of them, and in their Names, Place and Stead, and to the Use of the said Earl, to ask and receive **All** Dividends now due, or which shall hereafter accrue or grow due to the said Earl and Countess or either of them, from the Governor and Company of the Bank of *England*, **And** upon the Receipt thereof, or of any Part thereof, Acquittances or other sufficient Discharges to make and give for the same; **And also** to assign and transfer the Sum of 3163*l.* 10*s.* in the Bank-Stock, and all and every other Stock and Stocks in the said Bank of *England*, which they the said Earl and Countess, or either of them have or hath, or is intitled unto, or as she the said Countess of *S.* as Administratrix of her said late Grandmother, or otherwise, to the said Earl, or to such other Person or Persons as the said Earl shall order and direct; **And further** to do, execute, perform and finish all and singular Acts, Matters and Things, which shall be expedient and necessary, touching and concerning the Premises, as fully and effectually to all Intents and Purposes whatsoever, as they the said Earl and Countess or either of them might or could do in or about the same, being personally present, and whatsoever he the said *F.E.* shall, &c.

To accept and pay for, and sell Bank-Stock.

— **To** accept of all such Capital Stock in the Bank of *England*, which I have already bought, or contracted to buy, or shall hereafter buy, or contract to buy of any Person or Persons whatsoever, upon the Transferring thereof, according to the usual Manner of transferring the said Stock; and to pay such Sum or Sums of Money, or Consideration for the Purchase of all such Capital Stock, upon the transferring thereof from Time to Time, as I shall in that Behalf order; likewise for me, and in my Name, and on my Behalf, and to and for my own proper Use to sell and transfer all or any such Stock which I now have, or shall buy or purchase in the said Bank of *England*, to such Person or Persons, and in such Manner as I shall from Time to Time direct and appoint by Writing under my Hand; and also for my Use to receive the Monies or Considerations which shall become due or payable, for or upon the Sale of all or any such Stock which he shall so sell and transfer for or on my Account, as aforesaid, and to give sufficient Discharges for the same: And I do hereby give and grant, &c.

To receive Exchequer Annuities.

— **To** demand and receive at his Majesty's Exchequer, from all Persons whom it doth or may concern, one Annuity or yearly Sum of — *l.* and two several Annuities of — *l.* and — *l.* payable to us and the said *C.* for the Remainder of the Term of 99 Years from the, &c. 17— by three several Orders, one of them N^o (—) bearing Date, &c. and the other two, dated, &c. N^o (—) and (—) by Virtue and in Pursuance of an Act of Parliament, made in the —th Year of the Reign of our Sovereign Lady Queen *Anne*, intituled, (An Act, &c.) as the said several Annuities, or any of them, or any Part thereof, shall from Time to Time grow and become due and payable; and upon Receipt thereof, or of any of them, or any Part thereof, sufficient Acquittances and Discharges from Time to Time to make and give: And we do hereby ratify, &c.

To receive an Exchequer Annuity during the Life of a Person.

— **To** demand and receive from and out of his Majesty's Exchequer, from the Feast-Day of, &c. the yearly Sum of — *l.* being after the Rate of — *l.* per Cent. per Ann. Quarterly, during the Life of the said *A.* according to an Order granted unto the said *A.* by the Lords of his Majesty's Treasury, dated, &c. in Pursuance of a late Act of Parliament, intituled (An Act for granting to his Majesty, &c.) and upon Receipt thereof, or any Part thereof, sufficient Acquittance and Discharges, for him and in his Name, from Time to Time to make and give: And the said *A.* doth hereby ratify, &c.

To accept East India Stock, which shall at any Time be transferred, and to receive Dividends, Interest and Profits of the said Stock, and to transfer it back if there be Occasion.

— **To** accept of all such Stock in the United Company of Merchants trading to *East India*, which from Time to Time shall be transferred to me, or for my Use, from all or any Person or Persons whatsoever; and likewise for me and on my Behalf, and to and for my own proper Use, to demand and receive all such Sum and Sums of Money, Dividends and Profits, as shall from Time to Time become due and payable to me, for and in respect of all such Stock or Interest, which I have or shall hereafter have in the said Company; and upon Receipt thereof, or any Part thereof, sufficient Acquittances and Discharges for me and in my Name, from Time to Time, to make and give; likewise for me and on my Behalf from Time to Time to transfer such Stock in the said Company, which now belongs and is, or shall at any Time or Times hereafter be transferred to me by Purchase, or as Security for Money on Sale thereof, on Payment of the Money lent thereon to such Person or Persons, as Occasion shall require; and to do and perform all other Matters and Things in and to the Premises requisite and necessary, as fully as I myself might or could do, were I personally present: And I do hereby ratify and confirm all and whatsoever my said Attorney, or his Substitutes shall legally do, or procure to be done, in and touching the Premises. In Witness, &c.

To sell African Company Stock.

— **To** sell and transfer to such Person or Persons as he shall think fit, all or any Part of — *l. — s.* Stock, belonging to me in the *Royal African Company of England*, according to the usual Method of transferring the said Stock; and likewise for my Use to receive the Money or Consideration for which the same, or any Part thereof, shall be so sold; and upon Receipt thereof to give a sufficient Discharge or Discharges for the same: And I do hereby ratify and confirm all and whatsoever my said Attorney shall legally do, or procure to be done, in and touching the Premises. **In Witness, &c.**

To recover Goods mentioned in a Schedule, &c. and remit the Money or consign the Effects.

— **That** *A. &c.* Relict and Executrix of the last Will and Testament of *B.* late, *&c.* hath made and ordained, and by these Presents doth make, ordain; and in her Place and Stead put and constitute *C. &c.* to be her true, certain and lawful Attorney for her and in her Name, and to and for her proper Use, to demand, levy, sue, *&c.* by all lawful, *&c.* to and from *D. &c.* his Heirs, Executors and Administrators, and all Person and Persons whom it doth, *&c.* **As well** the several Goods and Things mentioned and expressed in the Inventory or Particular thereof thereon indorsed, and which the said *D.* by Receipt under his Hand, dated, *&c.* acknowledged to have received of Captain *E.* (which Receipt and the particular of the said Goods mentioned to be received by the said *E.* of the said *B.* is delivered by the said *A.* to *F.* Master of the Ship *G.* now forthwith bound to *H.* to be delivered the said *C.*) as also all other Goods and Things of and belonging to the said *B.* deceased; and upon Receipt or Recovery thereof, or any Part thereof, from Time to Time to sell and dispose of the same at *H.* aforesaid, for the most Profit and Advantage that he can; and to remit the Money arising by Sale thereof, in good Bill or Bills of Exchange, payable to the said *A.* or her Order in *London*, for her Use or otherwise, and invest the Produce of the said Goods in such other Goods and Merchandizes in *H.* as shall be for the best Advantage of the said *A.* and to return and consign the same to the said *A.* or her Assigns in *London*, which of them the said *C.* shall think fit, and for the most Profit and Advantage of the said *A.* he the said *C.* in either of the said Cases, first deducting thereout all his necessary Charges and Expences in and about the Premises, which the said *A.* agrees he shall and may deduct accordingly: **And** the said *A.* doth further empower the said *C.* if need be, to call to Account and bring to a Reckoning the said *D.* and all other Person and Persons concerned in the Premises; and to transact, do and perform all other Matters and Things relating to the said Premises, as fully as she herself might or could do personally; and upon Receipt or Recovery of the said Goods and Things, or any Part thereof, or any Sum or Sums of Money on account thereof, to give sufficient Receipts and Discharges for the same: **Giving, &c.**

II. Concerning Debtors and Creditors.

A Letter of Attorney from a Debtor to a Creditor, to receive Money due from several Persons, and an Assignment of such Money in Satisfaction of a Debt.

I **D** all to whom these Presents shall come, I *J. O.* of *K.* in the County of *S.* Gent. send Greeting. **Whereas** upon an Account made between me and *N. C.* Gent. I am in arrear and indebted to him in *21 l. 10 s.* **Now know ye,** That for the more speedy reimbursing and paying to the said *N. C.* the said *21 l. 10 s.* I do hereby grant and assign unto him *5 l. 10 s.* due to me from *R. L.* of *F.* upon a Bill obligatory, dated the — Day of — And I do hereby also grant and assign unto the said *N. C.* all Sum and Sums of Money due or payable unto me by *R. L.* for Costs and Charges taxed or assessed, or to be taxed or assessed by his Majesty's Court of — **And further,** I do make and appoint the said *N. C.* my true and lawful Attorney irrevocable for me, and in my Name, Stead and Place to ask, demand, sue for, recover, receive, have and take up all and every of the Sum and Sums of Money before mentioned; **And** upon Non-payment thereof, *&c.*

To execute a Deed of Composition and to receive a Dividend.

— **To** sign, seal and execute an Indenture *Tripartite*, bearing Date, &c. made or mentioned to be made between C. D. and F. of, &c. Creditors of F. &c. and Trustees; for and on the Behalf of other the Creditors of the said F. of the first Part, G. H. I. me the said A. K. &c. (and so on) Creditors also of the said F. of the second Part, and the said F. of the third Part; **Also** for me and in my Name, and to and for my proper Use and Behoof, to demand and receive of and from the said C. D. and E. either or any of them, all Monies due and payable to me, upon and by Virtue of the said Indenture, as well for my Share and Dividend of the Sum of — l. already received by and in the Hands of the said C. D. and E. some or one of them, of the Estate of the said F. as of the Sum of — l. of the Debts of the said H. yet standing out and unreceived, or of so much thereof which shall be recovered and received in Proportion to the Debt of — l. owing to me by the said F. **And** I do hereby give and grant unto my said Attorney my full Power and Authority in and touching the Premises, to do and perform all Matters and Things for the Recovery and Receiving the Monies due, or which shall become due and payable to me by Virtue of the said Indenture, as fully as I myself might or could do, were I personally present: **And** I do hereby ratify and confirm such the Execution of the said Deed by the said B. as aforesaid; and all other legal Acts and Things which shall be by him done and performed in and to the Premises; by Virtue of these Presents. **In Witness, &c.**

III. To sell Estates, let Lands, enter into Premises, receive Rents, grant Leases and execute other Deeds, and surrender, &c. Copyhold Lands.

To sell an Estate. (Common Form.)

— **To** grant, bargain and sell **All** that, &c. (the Parcels) and also all my Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in, and unto the said Premises, and every Part and Parcel thereof, unto C. D. of — his Heirs and Assigns for ever; and also for me and in my Name, Place and Stead, and as my proper Act and Deed, to execute, seal and deliver such Conveyances and Assurances of the said Premises unto the said C. D. his Heirs and Assigns, to the only Use and Behoof of him the said C. D. his Heirs and Assigns for ever, as shall be needful and requisite for the doing thereof, and as shall be to the good Liking and Approbation of the Counsel learned in the Law of the said C. D. his Heirs and Assigns; giving, and by these Presents granting unto my said Attorney full Power and absolute Authority to do, execute and perform any Act or Acts, Thing or Things whatsoever, that shall be needful and necessary to be done, touching or concerning in any wise the Premises, or the Conveying or Assuring thereof to the Person and Uses aforesaid, in as full and ample Manner, to all Intents and Purposes, as I the said A. B. might or could do, if I was then and there personally present; and also Ratifying, Allowing and Confirming all and whatsoever Acts and Things my said Attorney shall do, or cause to be done, by Virtue and according to the true Intent and Meaning of these Presents. **In Witness, &c.**

Letter of Attorney to enable one or more Persons to sell an Estate, and upon such Sale to seal and deliver a Conveyance, &c.

To all Persons to whom, &c. the Right Honourable T. Lord J. Baron of B. St. E. in the County of S. sendeth Greeting. **Know ye**, that the said Lord J. for divers good Causes and valuable Considerations him thereunto moving, hath deputed, authorised, constituted and appointed, and by these Presents **Doth** depute, &c. M. F. of, &c. his true and lawful Attorney, jointly with H. J. Esq; to treat with any Person or Persons whatsoever, for the Leasing, Selling or other Disposition of all or any the Messuages, Houses, Grounds and Hereditaments devised in and by the last Will and Testament of H. late Earl of St. A. deceased, unto the said Lord J. (by the Name of T. J.) and the said H. J. and M. F. in Trust to sell the same for the Payment of the said late Earl's Debts; **And** after any Treaty and Agreement made and concluded as aforesaid, for and in the Name of the said T. Lord J. jointly with the said H. J. to sign, seal and deliver any Assignment, Conveyance or Assurance, to any Person or Persons that shall purchase or agree to purchase

purchase the same Premises, or any of them, or any Part of them, as he the said *M. F.* in his Discretion shall think fit, for the sufficient Assigning, Conveying and Assuring of the same Messuages, Houses, Grounds and Hereditaments, which shall be so purchased and sold as aforesaid to the Person or Persons which shall contract for and buy the same, or any of them, for the Execution of every such Treaty and Agreement as aforesaid; And the said *T. Lord J.* doth hereby ratify, allow and make firm in Law, all and whatsoever Acts the said *M. F.* shall do or cause to be done in Pursuance of and by Virtue of these Presents, or the Power hereby given. **In Witness** whereof the said *T. Lord J.* hath hereunto set his Hand and Seal this 29th Day of May, *Esc.*

The Conclusion of a Purchase Deed by Virtue of the Power above.

— **In Witness** whereof to one Part of these present Indentures remaining with the said *J. C. (the Purchaser)* the said *J. C. H. J.* and Sir *J. C.* have set their Hands and Seals; and the said *M. F.* to the same Indenture for the said *T. Lord J.* (by Virtue of a Letter of Attorney to him made by the said *T. Lord J.* bearing Date the 29th Day of May, *Esc.* and inrolled in the Rolls of the High Court of Chancery, the Tenor whereof followeth in these Words; that is to say, **To all, &c.** (*Setting forth the whole Letter of Attorney at length*) hath set the Hand and Seal of the said *T. Lord J.* and to the other Part of the same Indenture remaining with the said *H. J.* the said *J. C.* and Sir *J. C.* have set their Hands and Seals, the Day and Year first above written.

From a Guardian of an Infant, to depute a Person to enter into Premises, receive and recover Rents, appoint Stewards, Bailiffs and Receivers, and to take their Accounts.

KNOW all Men by these Presents, that I *F. D.* of — Esq; Guardian to *F. C.* of, *Esc.* Gent. Infant above the Age of 14 Years, and under the Age of 21 Years, have made, ordained, constituted and appointed, and by these Presents do make, *Esc.* *W. B.* of, *Esc.* my true and lawful Attorney, for me and in my Name to enter into all that the Manor of *F. G.* in the County of *H.* and all and singular the Manors, Capital Messuages, Lands, Tenements and Hereditaments whatsoever, belonging to the said *F. C.* situate, *Esc.* and to ask, receive and recover of all the Stewards, Bailiffs, Receivers, Farmers and Tenants, and all other Occupiers whatsoever, of the said Manors, Messuages, Lands, Tenements and Hereditaments of the said *F. C.* all Rents, Services, Arrearages of Rents, Profits, Sum and Sums of Money now due, or hereafter to grow due to the said *F. C.* and an Account and Accounts of them, and of all other the Stewards, Bailiffs, Servants and Accountants whatsoever of the said *F. C.* or any of them, to require and take; and the said Stewards, Bailiffs, Receivers and Servants of the said *F. C.* by and with my Consent and Approbation, and not otherwise, to displace, and on the Displacing or Death of any of them, now Stewards, Bailiffs, Receivers, Servants, or other Agents, by and with my Consent and Approbation, to put in the Place or Places of those discharged or dead; and also to sue for, receive and recover all Manner of Debts, Duties, Rents and Sums of Money whatsoever, to the said *F. C.* due and owing; and for Non-payment thereof, to sue and distrain, avow or make Conusance, and to sell and dispose of such Distresses and Distresses according to Law, and to contract with any Person or Persons for the Leasing any the Lands, Tenements and Hereditaments of the said *F. C.* for the Benefit and Advantage of the said *F. C.* and to sell any of the Woods and Underwoods of the said *F. C.* when saleable; and also to commence or prosecute any Suit or Suits, Action or Actions, as well Real, Personal, as Mixt, for any Debt, Duty, Matter, Cause or Thing whatsoever to the said *F. C.* belonging, or that may be demanded by the said *F. C.* in any Court of Record, or in any other Court or Place whatsoever, and the same Suits to prosecute and follow, or to discontinue or become Nonsuit, or to dismiss the same; and also to take all lawful Ways, Courses, Means and Remedies, for the better Getting, Recovering or Receiving any Manors, Lands, Tenements, Rents and Hereditaments, Goods, Chattels, Debts, Duties, Sum and Sums of Money, or other Matter or Thing whatsoever; and I do hereby authorize and empower my said Attorney to allow Timber for Repairs, and other Uses of the Tenants and Farmers of the said *F. C.* and set Fines for any Leases, and to nominate and appoint Stewards for keeping any of the Courts of the said *F. C.* and to accept any Surrender or Surrenders of any Leases, and on such Surrenders to contract for new Leases for Fines, or otherwise, as shall be most for the Benefit and Advantage of the said *F. C.* and I do hereby allow, ratify and confirm all such Act and Acts, Thing
and

and Things, as the said *W. B.* shall, with such Approbation as aforesaid, do, or cause to be done in and about the Premises. *In Witness, &c.*

To enter into and take Possession of a Plantation lately bought, and to manage all Affairs therein.

— To enter into and take Possession, by all lawful Ways and Means whatsoever, of a certain Plantation called by the Name of, *&c.* and lying, *&c.* and all other my Plantations in, *&c.* aforesaid, with all the Houses, Buildings, Lands, Negroes, Servants, Coppers, Utensils, and other the Appurtenances and Things thereunto belonging or appertaining, which I lately bought and purchased of *C. &c.* And for me, *&c.* to demand, levy, *&c.* from all whom it doth or may concern, all such Sum and Sums of Money, Goods and Things whatsoever, as are now due, and which may or shall grow due, payable, or belonging to me, by, from, or in Respect of the said Premises, either for Rent, or otherwise, by any Ways or Means whatsoever or howsoever; And also to place and displace all or any of my Servants of and in the said Plantations and Premises, as he shall see needful and for my best Advantage; and generally to do, transact, manage and perform all other Matters, Business, Affairs and Things whatsoever relating to the said Premises, as fully as I myself might or could do, were I personally present; And upon Receipt, *&c.*

From Executors, for their Attorney to account with Persons in Jamaica, and to receive Debts, &c. consign Effects, and to take Possession of Plantations, &c. sell or let the same, or any Negroes, &c. to execute Deeds, &c. and upon his Departure from the said Isle to empower others to do the like.

KNOW all, *&c.* that we *A. of, &c.* and *B. of, &c.* surviving Executors of the last Will and Testament of *C. late of, &c.* deceased, have, and either of us hath made and ordained, and by these Presents do, and either of us doth make, ordain, and in our Places and Steads put and constitute *D. of, &c.* now bound out to the Island of *Jamaica*, to be our, and either of our true and lawful Attorney, for us, in our Names, and on our Behalves, and to and for our proper Uses, as Executors aforesaid, to call to Account, and bring to a Reckoning, and to adjust and settle Accounts with all and every Person and Persons in the said Island of *Jamaica* aforesaid, who is or are, or shall be indebted to the Estate of the said *C. deceased*, upon any Account, by any Ways or Means whatsoever or howsoever; and also to demand, levy, sue for, recover and receive, by all lawful Ways and Means whatsoever, of and from all and every such Person or Persons aforesaid, and all, every or any other Person and Persons whom it doth, shall or may concern, all and every such Debts, Dues, Sum and Sums of Money; and likewise all and singular such Goods, Commodities, Merchandises and Effects, which now are, and which shall become and grow due, owing, payable and belonging to the Estate of the said *C. deceased*, upon or by Virtue of any Mortgages or Securities made to the said *C. deceased*, or to or in Trust for us, or either of us, as Executors aforesaid, or upon any Bond, Bill, Book, or upon Account of Trading or Dealing, or upon any other Account, and by any other Ways or Means whatsoever or howsoever, in any Manner of wise; and likewise to demand, levy, sue for, recover and receive, by all lawful Ways and Means whatsoever, of and from all and every Person and Persons whom it doth or shall, or may concern, all such Sum and Sums of Money which now are, and which shall become and grow due and payable for Rent and Arrears of Rent, for and in Respect of all, every and any Messuages, Lands and Plantations, of and belonging to the Estate of the said *C. deceased*, in the Island of *Jamaica*; and if need be, to distrain for the same, and to sell and dispose of such Distresses, according as the Law in that Behalf directs; and upon Receipt or Recovery of all or any the said Debts, Dues, Sum and Sums of Money, Rent and Arrears of Rent, Goods and Effects, or any of them, or any Part thereof, sufficient Acquittances and Discharges for the same, for us and in our Names, from Time to Time, to make and give; and to return and consign all and every the said Debts, Sums of Money, Goods and Effects, which shall be from Time to Time recovered and received, by Virtue of these Presents, to us the said *A. and B.* or one of us at *London*; and generally to do, negotiate, transact, perform and accomplish all other Acts, Matters and Things, for us and either of us, and on our and either of our Behalves, as Executors aforesaid, in and about the Premises, and in, about and concerning the Estate of the said *C. deceased*, in the said Island of *Jamaica*, as fully to all Intents and Purposes, as we or either of us might or could do, if we were personally present: And likewise for us and in our Names, and

on our Behalfe, as Executors aforesaid, to enter into and take Possession of all, every or any the Messuages, Lands and Plantations, late of and belonging to the said C. deceased, in the said Island of *Jamaica* aforesaid, with all and every the Buildings, Negroes, Servants, Cattle, Coppers, Mills, Utensils, Appurtenances and Things whatsoever thereunto or to any of them belonging; and from Time to Time to demise and let the same, or any of them, or any Part thereof, by Lease, for such Term or Terms of Years, or at Will, as he our said Attorney shall think fit, and to and for the most Rent that he can get for the same: And in Case he the said D. shall think fit to contract and agree for the Sale of, and to sell and dispose of, at and for such Price, Sum or Sums of Money, as he shall think fit, all or any of the said [Messuages, Lands, Plantations and Premises, with the Appurtenances, or any Part thereof] *or only thus*, Negroes, Coppers, Mills, Utensils and other Things belonging to the Estate of the said C. deceased, other than Houses, Lands and Plantations; and upon such Sale or Sales to sign, seal and execute such Contracts, Agreements, Deeds and Writings, [Conveyances and Assurances]; and to do and perform all such Acts and Things for perfecting thereof, as shall be requisite and necessary in that Behalf; and to receive for our Use the Sum or Sums of Money, or Considerations for which the said Premises, or any Part thereof, shall be so sold, and upon Receipt thereof, to give a sufficient Discharge or Discharges for the same: And we the said A. and B. do, and either of us doth hereby give and grant unto our said Attorney full Power and Authority, in and touching the Premises, to sue, &c. (*general to*): **And we** do, and either of us doth hereby also give full Power and Authority unto the said D. at his Departure and Returning from *Jamaica* aforesaid for *England*, by Writing under his Hand and Seal for that Purpose, to appoint, authorise and empower such Person or Persons as he shall think fit to be and act as Attorney or Attornies, for and on the Behalf of us the said A. and B. as Executors aforesaid, in the Room and Stead of him the said D. and with full Power and Authority to do, transact and perform all and any, or such of the Matters and Things which he the said C. is herein before, and by Virtue of these Presents, empowered to perform and execute, as he the said D. shall think fit, and shall in and by such his Writing in that Behalf authorise, empower and appoint: **And we** do hereby ratify and confirm, and shall and will at all Times hereafter ratify and confirm all and whatsoever the said D. and such Person or Persons whom he at his Departure from *Jamaica*, as aforesaid, shall by such his Writing under his Hand and Seal in that Behalf authorise and appoint as Attorney or Attornies for us as aforesaid, or either or any of them, or their, either or any of their Substitutes, shall legally do, or cause or procure to be acted, done and accomplished, in and touching the Premises: **And we** the said A. and B. do hereby for ourselves, our Executors and Administrators, covenant, promise and agree, to and with the said D. his Executors and Administrators, that we the said A. and B. our Executors and Administrators, shall and will at any Time or Times hereafter, upon Request in that Behalf, make, do, perform and execute all or any such further and other Acts, Deeds and Things whatsoever, for the better Perfecting and Confirming all or any Sale or Sales which shall be made of the said [Messuages, Lands, Plantations and] Premises, or any Part thereof, by him the said D. or such Person or Persons as he shall by Writing authorise and appoint to act in the Premises as aforesaid, as shall be reasonably required. **In Witness, &c.**

From a Husband in Right of his Wife, to two Persons jointly, and in Case of the Decease of one of them, then to the other alone; but if he dies first or leaves his Residence, the other surviving, then to the said Survivor, together with two others jointly, and to the Survivor of those two, to take Possession of Plantations, &c. and consign the Effects, &c.

KNOW all, &c. That A. of, &c. who married B. Daughter of, &c. and Relict and Administratrix with the Will annexed of C. late, &c. deceased, hath made and ordained, and by these Presents doth make, ordain, appoint, and in his Place and Stead put and constitute D. of, &c. and E. A. Son of him the said A. now bound out to the said Island of *Jamaica*, jointly, and in Case of the Decease of the said E. A. then the said D. alone; and in Case of the Decease of the said D. or of his Departure from the said Island, then and in such Case the said A. doth make and appoint the said E. A. together with F. and G. of the said Island, Merchants, jointly; and in Case of the Decease or Departure of both of them the said D. and E. A. from the said Island, then and in such Case only, and not otherwise, the said A. doth make and appoint the said F. and G. jointly, and the Survivor of them, or which of them shall continue to reside in the said Island, in Case

Case of the Decease or Departure of either of them from thence, to be true, certain and lawful Attorney and Attornies of him the said *A.* for him, and in his Name to enter into, recover and take Possession, by all lawful Ways and Means whatsoever, of all those Messuages and Tenements in — in the Island of *Jamaica* aforesaid, late in the Possession of — Mother of the said *B.* now Wife of the said *A.* which after her Decease came to and were vested in the said *B.* and likewise to enter into, recover and take Possession by all lawful Ways and Means whatsoever, of all and singular the Plantations and Lands, with their and every of their Appurtenances in the said Island of *Jamaica*, which were late the Estate of the aforesaid — deceased; and for that Purpose to sue for and prosecute, as Occasion shall require, against all or any Person or Persons whom it shall or may concern, such Action or Actions, Writ or Writs, as they the said *D. E. A. F. and G.* or any of them, during such Time as they, or any of them, are by these Presents respectively authorised and impowered to act as the Attornies or Attorney of him the said *A.* shall think fit for recovering the Possession as well of the said Messuages or Tenements, as of the said Plantations, or any of them, or any Part of them; and upon Recovery of such Possession thereof, to demise and let to any Person or Persons as Tenants at Will, the said Messuages, or Tenements and Plantations, or any of them, at and for the most yearly Rent, Sum or Sums of Money and Payments, that can be gotten for the same; and also to inspect, settle and adjust with the Executors or Administrators of *R.* deceased, (who in his Life-time had the Management of the said Plantations) and with *S.* of, &c. aforesaid, the late Attorney of the said *B.* now Wife of the said *A.* and all and every other Person and Persons whom it shall or may concern, all Accounts of and concerning the said Plantations, and the Produce and Proceed thereof, and the Charges in and about the same, and the Management thereof, and also for and in the Name of the said *A.* and to and for his proper Use, to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from the said Executors or Administrators of the said *R.* and the said *S.* and all and every other Person and Persons whom it shall or may concern, all and singular such Sum and Sums of Money, Goods, Effects, Rents, Profits and Produce whatsoever, which now are and which shall arise, become and grow due, payable and belonging to him the said *A.* in Right of his said Wife, as well for and in Respect of the said Messuages or Tenements, as of the said Plantations and Premises, or any Part thereof; and for Default of Payment of any Rents, to distrain for the same, and to do and perform all other Acts, Matters and Things necessary for the Recovery of the same Rents, and all or any other Debts, Sums of Money, Goods and Effects which now are, and which shall be due, owing and belonging to him the said *A.* in Right of his said Wife, as fully as he himself might or could do personally; and upon Receipt or Recovery of all or any such Sum or Sums of Money, Goods, Effects, Rents, Profits, Produce, or any of them, or any Part thereof, sufficient Acquittances and Discharges for the same, from Time to Time, for and on the Behalf of the said *A.* to make and give, and to remit, return, send and consign all and singular such Sum and Sums, &c. which they the said *D. E. A. F. and G.* or any of them respectively, at any Time or Times, shall recover and receive by Virtue of these Presents, or the Power and Authority hereby given unto Mr. *H.* Merchant in *London*, or to such other Person or Persons as he the said *A.* shall by Writing under his Hand for that Purpose order and direct: And the said *A.* doth by these Presents give and grant unto the said *D. and E. A.* jointly; and in Case of the Decease of the said *E. A.* then to the said *D.* alone; and in Case of the Decease of the said *E.* or of his Departure from the said Island of *Jamaica*, then unto the said *E. A.* and *F. and G.* jointly; and in Case of the Decease or Departure of both of them the said *D. and E. A.* from the said Island, then unto the said *F. and G.* jointly, and to the Survivor of them, or such one of them as shall continue to reside there, in Case of the Decease or Departure of either of them from the said Island, full Power and Authority in and touching the Premises, to sue, &c. And the said *A.* doth hereby ratify and confirm all and whatsoever the said *D. E. A. F. and G.* or any of them, during such Time as they are by Virtue of these Presents authorised and impowered to act as Attornies or Attorney of him the said *A.* shall legally do, &c. **In Witness, &c.**

Another, from a Brother and Heir to enter into a Plantation, &c.

— That *J. A.* of, &c. Brother and Heir of *B.* late, &c. have made, &c. *C.* &c. to be, &c. to enter into, &c. a Messuage, &c. and of a Parcel of Land, &c. lying, &c. called, &c. in the said Province of *P.* or any Part thereof, which lately were the Lands of, or did belong unto my said late Brother *B.* in his Life-time, or whereof or wherein he was seised or possessed, or had or claimed any Manner of Estate, Right, Title, Interest or Demand, and which

which by his Decease now belong or come, or ought to descend and come unto me, as or wherein I have or ought to have any Manner of Estate, &c. whatsoever in any Manner of wife; Also for me, &c.

A Letter of Attorney to enter into Premises upon Breach of the Condition in a Lease.

ID all People, &c. *J. A.* of, &c. send Greeting. (*Recites a Lease for 21 Years, of Lead Mines, &c. made by A. to B. C. and D.*) **Nevertheless** subject to a Condition or Proviso therein contained, (that is to say) That if the said *B. C.* and *D.* their Executors, Administrators or Assigns, did at any Time during the said Term desist, discontinue and give over working the said Lead Mines for the Space of three Months, during the Continuance of the said Lease, or should neglect to pay and set out every ninth, being of the said Lead Ore, for the Use of me, my Heirs and Assigns, that then in every such Case it should and might be lawful for me, my Heirs and Assigns, to enter into and upon the said leased Premises, and every Part and Parcel thereof; any Thing therein contained to the contrary thereof notwithstanding, as by the said Indenture, Relation being thereunto had, may more at large appear: **And whereas** the said *B. C.* and *D.* having desisted, discontinued and given over working in the said Lead Mine for above the Space of three Months, and have broken the said Proviso or Condition: **Now know ye**, and witness these Presents, that I the said *A.* do hereby desire, appoint, authorise and empower *E.* &c. into the said Mines, and all and singular the Premises by me leased unto the said *B. C.* and *D.* in or by the said recited Indenture, or into any Part or Parcel thereof, in the Name of the Whole, for me and in my Name to enter, to the Intent to make void the said Indenture, according to the Power in me by Reason of the Breach of the said Proviso or Condition. **In Witness**, &c.

An Indorjement of the Entry made, pursuant to the foregoing Letter of Attorney.

BE it remembred, That the within named *E.* in Pursuance of and according to the Power within given to me, or any other Power or Authority whatsoever in me in this Behalf, have entred upon and into, &c. in the Name of all the said Mines, Hereditaments and Things, in or by the within recited Indenture leased, or mentioned to be leased, unto the within named *B. C.* and *D.* for Breach of the within recited or mentioned Condition or Proviso, on Purpose to make void the said Indenture and Lease, and the within recited and mentioned Term of 21 Years. **In Witness**, &c.

Signed, and the Entry above mentioned
made, in the Presence of

To take Possession of a Manor, make Leases, cut down Wood for Repairs, and to repair and new build any Messuages, and to allow and pay Taxes.

— And on my Behalf, and to and for my proper Use and Behoof, as Occasion shall require, from Time to Time, to enter into and take Possession of all that my Manor of, &c. and all or any Messuages, Lands, Tenements and Hereditaments thereunto belonging; **And** the same, or any Part thereof, to demise and let by Lease or at Will, to such Person or Persons, and for such Rent and Rents, Fines, or other Considerations, as he shall think fit; and for that Purpose to seal and execute any Lease or Leases of my said Manors, Messuages, Lands and Premises, or any Part thereof; **Also** for me and in my Name, and for my Use, to demand, &c. all such Sum, &c. for Rent, or Arrears of Rent, or for any Fines, Forfeitures, or any Perquisites or Profits issuing, or otherwise due, or to grow due and payable out of, for or in Respect of my said Manor, Messuages, Lands and Hereditaments, or any Part thereof, in any Manner of wife: **And** for Default, or upon Non-payment of such Rent, or Arrears of Rent, Sum or Sums of Money, Payments and other Profits, or any Part thereof, from Time to Time, to enter into all or any my said Messuages, &c. either to distrain for the same where such Distress may or can be legally taken, and to sell and dispose of such Distress, and otherwise to act and do therein according to Law, or to such other Ways and Means, for Recovery and Receipt of all or any such Sum and Sums of Money, as he legally can; and also for me and on my Behalf, from Time to Time, when, where, and as often as he shall see Occasion, and think fit, to sell and cut down all or any Timber-Trees, and other Trees, Woods and Underwoods
now

now standing, or which shall or may be standing, growing and being, in and upon my said Manors and Premises aforeaid, or any Part thereof, and the same for me and for my Use either to sell, or to use and dispose of for Repairs, or otherwise, in and about my said Manor, &c. as he shall think fit; and likewise to repair, take down and new build all or any such Houses or Buildings in and about my said Manor, Lands and Grounds, where he shall think fit, necessary, or Occasion shall be or require; and to allow and pay all Taxes and other Payments which shall grow and become due for and in Respect of the said Premises: **And**, &c.

To receive and recover Rents.

— (As in the first Letter of Attorney to) all such Rents and Arrearages of Rent which now are or hereafter shall grow due from him the said *E. F.* out of and from all those my Lands, &c. — at — and upon Non-payment thereof, for me and in my Name to enter into and upon the said Lands and Premises, and seise and distrain all or any Goods or Chattels that shall from Time to Time be found upon the Premises, or any Part thereof, or to make such Distress of the Premises as the Law permits; and the Distress or Distresses so made, to detain until Payment of such Rent or Rents shall be made, or the same shall be delivered by due Course of Law, and for Non-payment to dispose thereof according to Law, or to proceed in my Name, or otherwise, by Action, Suit, Bill or Plaint, or take such other lawful Ways and Means for the Recovery thereof, as my said Attorney shall think fit; and on Receipt thereof, &c.

To demand Rent, and take Possession in order to Ejectment.

— Receive of *E. F.* the Sum of — for one Half Year's Rent due to me at — last for — in — and on Receipt thereof to give a sufficient Discharge for the same; and on Default of Payment thereof, for me, and in my Name, to enter into, upon, and take Possession of the said — and — Premises, and to detain and keep such Possession for my Use; and whatsoever my said Attorney shall lawfully do in the Premises, I do hereby ratify and confirm. **In Witness**, &c.

A Memorandum of a Demand of the Rent.

Memorandum, That (by Virtue of the above Letter of Attorney) on — the — Day of — in the Year of our Lord — between the Hours of — in the — noon of the same Day, at the Fore Door of the House of the said *E. F.* he being there present, I demanded — l. for Half a Year's Rent due from the said *E. F.* to Mr. *A. B.* at — last, and at the same Time shewed him the said Letter of Attorney.

In the Presence of
J. K.

C. D.

A Memorandum of a Demand of Possession.

Memorandum, That on *E. F.*'s refusing to pay the Rent above demanded, Mr. *A. B.* himself did, on — Day of — in the Year aforeaid, before Sun-set, at the Fore Door of the said House, demand Possession of the House and Lands above mentioned.

In the Presence of
C. D.

To demand Rent, and on Default of Payment to re-enter, according to a Proviso for such Re-entry in a Lease.

— To demand and receive of and from J. L. of — on the 28th Day next after the Feast of the Annunciation of the Blessed Virgin *Mary* next coming, at — commonly called or known by the Name of — situate, &c. — l. of lawful Money of Great Britain, which will become due unto me the said *F.* from the said J. L. at the said Feast of the Annunciation of the Blessed Virgin *Mary* next coming, for one Half Year's Rent for the said Messuage, Lands and Tenements, with the Appurtenances thereto belonging, which by an Indenture of Lease, bearing Date the — Day of — in the Year of our Lord — were by the said *A. B.* demised unto the said J. L. for a certain Term of Years yet unexpired: **And** for Default of Payment of the said — l. I give and grant unto my said Attorney

torney full Power and Authority to enter into and upon the said Messuage and Premises by the before mentioned Indenture of Lease demised, and thereof for me and in my Name, Stead and Place, to take Possession, to the Intent that the Indenture of Lease may become void, according to a certain Proviso in the said Indenture contained: **And further**, to do and perform all Things requisite and necessary to be done in and about the Execution of these Presents, according to the true Intent and Meaning thereof. **In Witness, &c.**

To take Possession of Lands newly purchased.

— To take and receive peaceable and quiet Possession and Seisin of and in all that Messuage or Tenement, and all and singular the Lands, &c. with the Appurtenances, situate, &c. lately bargained and sold by F. J. of — unto me the said R. C. **And** the same Possession so had and taken, to detain and keep, to the only Use and Behoof of me the said R. C. my Heirs and Assigns, according to the Tenor and true Meaning of the Indenture, whereby the said Premises are conveyed unto me: **And** I do hereby ratify, allow and confirm all and whatsoever my said Attorney shall do, or cause to be done, in or about the Premises, by Virtue of these Presents. **In Witness, &c.**

To enter on Land, and to sue for it, or compound.

— To enter into and take Possession of all that Messuage, &c. **And also** for me and in my Name to sue forth and prosecute against any Person or Persons whatsoever, any Writ or Writs, Action or Actions, as to him shall seem meet, for the recovering or obtaining the Possession or Seisin of the said Premises, or any Part thereof: **And further**, to do and execute all and every other Act and Thing tending to the Recovery of my Estate and Right in the said Messuage and Lands, or any Part thereof: **And further**, I do hereby give and grant unto my said Attorney my full and whole Power and Authority for me, and in my Name, Stead and Place, to make and conclude with any Person or Persons any Agreement whatsoever touching the Premises, in as full and ample a Manner as I myself could do in my own Person: **And** I do hereby ratify, &c. (as above to the End.)

To take Possession of a Messuage extended by the Sheriff upon a Statute.

— To take and receive of the now Sheriff of the County of S. peaceable and quiet Possession, as well of and in one Capital Messuage, &c. as of and in, &c. all and singular which said Lands and Premises were lately belonging unto R. R. and which the said Sheriff hath extended by Virtue of a Writ of Extent to him directed, on a Statute for — l. acknowledged and entred into by R. R. unto me the said R. C. giving, and by these Presents granting unto my said Attornies, and each of them, full Power and Authority for me, and in my Name, to do, execute and accomplish all and whatsoever shall be needful and necessary to be done in or about the Premises by these Presents: **And** I hereby ratify, allow and confirm, &c.

To sell South-Sea Stock.

— And to my Use to sell, assign and transfer — l. South-Sea Stock, to which I am intitled, as by the Books of the Company appears, or any Part thereof, to such Person or Persons as shall buy and accept the same, at and for such Price, and in such Manner, as my said Attorney shall think fit, and to receive the Consideration Money for the same; and upon Receipt thereof, Acquittances and Discharges for me, and in my Name, or otherwise, to make, sign and give; hereby ratifying, &c.

A Transfer of Stock entred in the Books of the South-Sea Company.

I A. B. do hereby sell, assign and transfer unto C. D. one Share in the Stock of the Company of — (or 100 l. South-Sea Stock) with all the present and future, for the Sum of — **Witness** my Hand the — Day of —

A. B.

An Acceptance of the Stock.

I C. D. do hereby accept the above Share in the Stock of — **Witness** my Hand, &c.

C. D.

A Power to receive Dividends of South-Sea Stock.

S I R,

PRAY pay to Mr. A. B. or Order, my Dividend for — l. Capital Stock, to which I am intitled in the Books of the South-Sea Company, for the Half-Year due at Lady-Day last, and this shall be your sufficient Warrant. Dated at — the — Day of — in the Year of our Lord —

C. D.

To Mr. C. L. Accomptant to
the South-Sea Company.

To acknowledge a Deed before a Master in Chancery, or a Judge of the King's Bench, in order to Inrolment.

ID all to whom these Presents shall come, E. C. of — fends Greeting. **Whereas** I the said E. C. have signed, sealed, and as my Act and Deed delivered one Indenture, bearing Date — last past, made between myself of the one Part, and J. H. of — and J. G. of — and several other Persons therein named as Trustees, of the other Part, purporting, &c. as by the said Indenture may appear: **And** being desirous that the said Deed may be inrolled in one of his Majesty's Courts of Record at Westminster: **Now know ye** by these Presents, That I the said E. C. **Have** made, ordained, constituted and appointed, and by these Presents **Do** make, ordain, constitute and appoint T. E. of — and — and J. E. of — my true and lawful Attorney and Attornies, jointly and severally, for me and in my Name to appear in his Majesty's High Court of Chancery, or before any Master of the said Court, or in his said Majesty's Court of King's Bench, or before any or either of his said Majesty's Justices of the said Court, and for me, and in my Name, to acknowledge the said Indenture to be my own proper Act and Deed, and likewise for me, and in my Name, to desire and request, that the said Indenture may be inrolled in one of the said Courts, and for me and in my Name to act and do all other Matters and Things necessary and expedient to be done in order to procure the Inrolment of the said Indenture; hereby ratifying, allowing and confirming, &c.

To Persons in Maryland, to acknowledge a Deed there, to the Intent the same may be registred according to the Custom of the Country.

ID all, &c. I A. of, &c. fend Greeting. **Whereas** I the said A. have on the Day of the Date of these Presents signed, sealed and executed in due Form of Law, in the Presence of C. D. E. F. and G. who have likewise subscribed their Names as Witnesses to these Presents a Deed or Indenture, whereby I have, for the Consideration therein mentioned, granted, conveyed and released unto B. of, &c. and his Heirs and Assigns for ever, all my Estate, Right, Title, Inheritance, Equity and Benefit of Redemption, Claim and Demand in Law and Equity, of, in and unto two Tracts of Land, the one called the — and the other the — or howsoever else the same are called, situate and being in, &c. with the Appurtenances thereunto belonging; which Premises were formerly mortgaged by me to the said B. and my said Right of Redemption thereof, being by Decree or Order of the High Court of Chancery in Maryland aforesaid foreclosed, the Execution of which Deed or Release as aforesaid I do hereby acknowledge, and for further perfecting thereof, and making the same more effectual and binding according to the Laws of the said Country, I the said A. do hereby authorise and empower H. of, &c. in the Province of Maryland aforesaid, Gentleman, J. K. L. &c. and the aforesaid E. of London, Mariner, jointly, or any one, two or more of them, for me and on my Behalf to acknowledge the said Deed or Indenture so by me executed as aforesaid, before such Person or Persons in Maryland aforesaid, who are or shall be authorised to receive the same, and to cause or procure the said Deed or Indenture to be registred in all or any Court or Courts, Place or Places in Maryland aforesaid, according to the Laws and Customs of the said Country, as fully and effectually to all Intents as I myself might or could do were I there personally present and did the same: **And** I the said A. do hereby ratify and confirm the said Acknowledgment and Registering of the said Deed or Indenture so to be had and made by the said H. J. K. L. and E. jointly, or any one, two or more of them, as aforesaid. **In Witness, &c.**

From

From a Son and Heir to surrender Copyhold Lands to the Use of his Will.

BY these Presents, I S.C. of — Son and Heir of J.C. do make, ordain and appoint T.C. of — and J.L. of — my true and lawful Attornies, jointly and severally for me, and in my Name, Stead and Place, to surrender into the Hands of the Lord of the Manor of B. in the County of S. according to the Custom of the said Manor, all and singular the Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, of me the said S.C. within the Manor aforesaid, and all such Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, holden by Copy or Court-Roll of the Manor aforesaid, whereof the said J.C. my Father lately died seised, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, as I the said S.C. by my last Will and Testament in Writing shall direct and appoint. **In Witness,** &c.

From a surviving Trustee, to surrender Copyhold Lands to the Use of himself and two new Trustees.

KNOW, &c. That I Sir J.W. of L. Knight, one of the Customary Tenants of the Manor of W. in the County of E. and also surviving Trustee of the Premises herein after mentioned, for divers good Causes and Considerations me hereunto moving, **have** made, &c. and by these Presents **do** make, &c. J.P. of, &c. my true and lawful Attorney, for me and in my Name, at or before the next general Court to be holden for the said Manor, or any other succeeding Court, to surrender into the Hands of the Lord of the Manor aforesaid, by the Rod, by the Hands and Acceptance of J.P. Gent. Steward of the Court of the said Manor, or of any other Person who shall be Steward of the Court of the said Manor for the Time being, all those — Acres of Customary Land, with the Appurtenances, lying and being in, &c. within the Jurisdiction of the Manor aforesaid, and in the Tenure of the Lord Mayor, Commonalty and Citizens of the City of London, and in the Occupation of the Bridgmasters, or their Assigns, or Under-tenants, and all my Estate, Right and Interest, both in Law and Equity, of, in and to the said Premises, and every Part and Parcel thereof, to the Use and Behoof of me the said Sir J.W. and of H.P. Esq; and R.L. Esq; Aldermen of the City of London aforesaid, and of the Heirs of the Survivor and longer Liver of me the said Sir J.W. and of the said H.P. and R.L. for ever, **In Trust** for the Reparation of London Bridge; hereby ratifying and confirming all and whatsoever my said Attorney shall lawfully do or cause to be done in and about the Premises. **In Witness,** &c.

A Letter of Attorney from a Son and Heir, to surrender Copyhold Lands that were mortgaged. (a)

KNOW, &c. That I R.B. of, &c. (Son and Heir, and also Executor and Residuary Legatee of the last Will and Testament of R.B. my late Father deceased,) for divers good Causes and valuable Considerations me hereunto moving, **have** deputed, authorised, impowered and desired, and by these Presents, **do,** &c. A. and B. of, &c. (Feoffees or Trustees of my said late Father deceased,) **At** the next or some other Copyhold or Customary Court to be holden for the Manor of M. in the County of N. to surrender and release into the Hands of the Lord or Lords of the said Manor for the Time being, according to the Custom of the said Manor, **All** those Customary or Copyhold Lands, &c. and all other the Lands, Tenements and Hereditaments, which at a Court held for the said Manor on or about the — Day of, &c. were surrendered into the Hands of the Lord of the said Manor by W.P. Esq; (since deceased) and J.H. and O.O. (since likewise deceased) his then Trustees; **To the Use** and Behoof of the said A. and B. their Heirs and Assigns, **In Trust** to perform the last Will and Testament or other free Disposition of my said Father in Mortgage, with their and every of their Appurtenances; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, either at Law or in Equity, as well of the said A. and B. as of me the said R.B. of, in, to and out of the same;

(a) Note; W.P. Esq; deceased, some Time since surrendered Copyhold Lands held of the Manor of M. to Trustees, in Trust for R.B. Esq; deceased, by way of Mortgage for securing 100 l. and Interest, which afterwards was paid off; so R.B. Esq; Son and Heir and Executor of the said R.B. gives a Letter of Attorney to his Feoffees or Trustees to surrender mortgaged Premises to the Use of Mrs. P.

same; **To the Use** and Behoof of C. and D. of, &c. their Heirs and Assigns, **Nevertheless** as Feoffees, and upon the special Trust and Confidence therewith to fulfil the last Will and Testament or other free Disposition of E.P. Widow and Relict of the said W.P. **And** for Default of such Will or Disposition, **In Trust** for the Heirs or Assigns of the said E.P. hereby ratifying and confirming what they the said A. and B. shall do pursuant to the Power hereby given. **In Witness**, &c. (b)

To empower a Person to be admitted to a Copyhold Estate, and to let the same.

KNOW, &c. That I R.Y. of ——— youngest Daughter and Heir (according to the Custom of the Manor of ——— of A.B. of ——— deceased, **Have** made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents **Do** make, &c. J.R. of ——— my true and lawful Attorney for me and in my Name as such Heir of the said A.B. as aforesaid, and to and for my sole and proper Use and Behoof, to appear at the next general Court Baron to be holden for the said Manor of ——— or at any other subsequent Court Baron to be holden for the same Manor, and then and there to pray Admittance and to be admitted to **All** that Copyhold, &c. **To hold** the said, &c. **To the Use** of me the said R.Y. my Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor; **And also** in my Name to pray a Licence to let the said, &c. with their and every of their Appurtenances for such Time or Term of Years as he shall think proper, **And also** for me and in my Name to let the said, &c. with the Appurtenances unto such Person or Persons as he shall think fit. **In Witness**, &c.

To be admitted into Copyhold Lands, and afterwards to surrender the same to the Use of the Cestuy que Trust.

TO all, &c. W.P.W. of, &c. Esq; sendeth Greeting. **Whereas** T.V. of, &c. and J. his Wife, did on, &c. last past, out of Court, surrender into the Hands of the Lords of the Manor of R. in the said County of M. by the Hands and Acceptance of W.L. Esq; Steward of the said Manor, **All** those six Sellions of Customary Lands in R. within the said Manor, with their and every of their Appurtenances then or then late in the Tenure of M.G. Widow, and all other the Customary Lands and Hereditaments which he the said T.V. in his own Right did hold of the said Manor of R. **To the Use** and Behoof of the said W.P.W. and his Heirs, **As** by the said Surrender may appear. **Now**, &c. That the said W.P.W. **hath**, and by, &c. **Doth** nominate, constitute and appoint D.W. of, &c. and J.B. of, &c. jointly or severally for him the said W.P.W. and in his Name and Stead, **To** receive, have and take Admittance of and from the Lords of the said Manor of the said six Sellions of Lands, Hereditaments and Premises upon the said Surrender, and according to the Custom of the said Manor, **And** immediately after such Admittance as aforesaid, in the Name and Stead of the said W.P.W. to surrender all the said six Sellions of Lands, Hereditaments and Premises, and all other his Copyhold Lands and Hereditaments held of the said Manor, into the Hands of the Lords of the said Manor, **To such Uses**, Intents and Purposes as he the said W.P.W. hath or shall at any Time hereafter, by his last Will and Testament in Writing, already by him signed, sealed, published or declared in the Presence of two or more Witnesses, or hereafter to be signed, sealed, published or declared, and to be attested as aforesaid, give, devise, limit or appoint the same. **In Witness**, &c.

To receive the Rents of a Copyhold Estate.

KNOW, &c. That we Sir J.W. of London, Knt. H.P. and R.L. both of London aforesaid, Esqrs; Trustees of the Premises herein after mentioned, **Have** made, &c. and by, &c. **Do** make, &c. J.R. of, &c. our true and lawful Attorney, for us and in our Names, at the next or any succeeding Court to be held for the Manor of W. in the County of E. to ask and demand Admittance to all those ——— Acres of Land with the Appurtenances, lying and being in, &c. within the Jurisdiction, and held of the Manor aforesaid, by the Copy of Court-Roll, and in the Tenure of the Lord Mayor and Commonalty and Citizens of the City of London, and in the Occupation of the Bridgemasters

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or

(b) There was also an Acquittance for the Money from R.B. and his Release of all Claims to the Lands mortgaged.

or their Assigns, or Undertenants, to the Use and Behoof of us the said Sir J. W. H. P. and R. L. and the Heirs of the longer Liver of us the said Sir J. W. H. P. and R. L. **In Trust** for the Reparation of *London Bridge*, to be holden of the Lord of the Manor aforesaid, according to the Custom of the said Manor, by the Rents and Services of Right due and accustomed; hereby ratifying, &c. **In Witness**, &c.

To receive Rents of several Messuages from several Persons, to demand, &c.

— Of and from all and every the Tenants of all or any Messuages, Lands, Tenements and Hereditaments, situate, &c. and all other Person or Persons whom it doth or shall concern, all such Sum and Sums of Money, which now is, are, and which shall be and grow due, owing and payable to me for Rents, or Arrears of Rent, for and in Respect of all or any my Messuages, &c. at, &c. aforesaid, (granted to them or any of them by Lease or otherwise) and in Default for Non-payment of such Rent, or Arrears of Rent, or any Part thereof, from Time to Time, to enter into all, or any my said Messuages, &c. or any of them, or any Part thereof, and to distrain for the same, and the Distress and Distresses there found, to lead, drive, carry away, sell and dispose of, and to act and do therein in all Respects as the Law in that Behalf directs: * **And** to do and perform all other Matters and Things relating thereunto, as fully as I myself might or could do personally: And upon Receipt, &c.

Another.

And use other Means,

and transact other Affairs relating to the Premises.

Acquittances.

* **AND** to use and take all or any other lawful Remedies, Ways, Means and Advantages whatsoever, for or upon Default or Non-payment of all or any such Rent, or Arrears of Rent; **And likewise** to transact, do, perform and accomplish all other Affairs whatsoever, relating to all or any my said Messuages or Tenements, as Occasion shall require, as fully as I myself might or could do, were I personally present; **And** upon Receipt or Recovery of all or any such Rent, or Arrears of Rent, sufficient Acquittances, &c. **Giving**, &c.

The like, of one Person.

— To demand, &c. of and from C. of, &c. his Executors, &c. and his and their Undertenants, and all other Person and Persons whom it doth or shall concern, all such Sum, &c. by and from the said C. for Rent, and Arrears of Rent, for a Messuage or Tenement, situate, &c. and other Messuages and Premises which he holds by Lease, from me the said A. and to call the said C. to an Account, and to settle and adjust all Accounts with him concerning the Premises; and if need be, to enter, &c.

To receive Quit-Rents of a Manor.

— For Quit-Rents and Arrears thereof, for all, or any Messuages, Lands, Tenements or Hereditaments, within or belonging to the Manor of H. in the County of — And in Case of Default of Payment of such Quit-Rent, or Arrears thereof, or any Part thereof, to enter, &c.

From a Person impowered by a Letter of Attorney to another, to receive Rents and make Leases, and to sell a Pew, for his and the others (by whom he is impowered) joint Account.

KNOW, &c. That J. A. &c. the lawful Attorney of B. &c. have made and ordained, and by these Presents (by Virtue of the Power and Authority to me in that Behalf given by the said B. by a certain Writing or Letter of Attorney under her Hand and Seal, dated, &c. now last past) do make, ordain, &c. C. of, &c. and do hereby authorize and impower him to act, as and to be the Attorney of the said B. in her Name to demand, &c. of, &c. and from all and every the Tenants of, &c. belonging to the said B. in, &c. and all others whom it shall or may concern, all such Sum, &c. payable to the said B. for Rent, &c. and in Default, &c. to enter, &c. and to distrain, &c. **And** for Default of Payment thereof, to enter in the Name of the whole, and Possession to take; **And** in the Name of the said B. to make, seal and execute any Lease or Leases of the said Messuages, or any of them, for any Term or Number of Years; and in the Name of the said B. to bring any Ejectment or Ejectments thereupon, as in such Cases is usual: **And**

I the said *A.* as well on the Behalf of the said *B.* and by Virtue of the Power aforesaid, as in my own Right, do further hereby authorize and impower the said *C.* to demand, recover and receive, as well of and from *D.* &c. as all others whom it doth or shall concern, all such Sum and Sums of Money, due, payable or belonging, or which shall be and grow due and payable to the said *B.* and me the said *A.* for Rent and Arrears of Rent, for a Seat or Pew, N^o — in St. G.'s Church, belonging to the said *B.* and me the said *A.* equally; and to contract and agree for the Sale, and to sell and dispose, as well of the Moiety, or one half Part belonging to the said *B.* as the other Moiety or half Part thereof, belonging to me the said *A.* of and in the said Pew, and of all our, and either of our Terms, Rent and Interest therein and thereunto, to such Person or Persons, and for such Sum or Sums of Money as he shall think fit, and to seal and execute such Deed or Writing as shall be requisite in that Behalf; and upon Receipt of all or any Rents, or Arrears of Rents, and other Sum and Sums of Money, by Virtue of these Presents, to make and give sufficient Discharge and Discharges for the same from Time to Time: And I the said *A.* do hereby give and grant unto the said *C.* all my full Power and Authority, as Attorney of the said *B.* and otherwise in and touching the said Premises, to use, have and take all lawful Ways and Means, in and for Recovery and Receiving of the said Rents and Arrears of Rents, and other Sum and Sums of Money, or any Part thereof; and to do and perform all other Matters and Things in and to the Premises requisite and necessary, as fully as I myself might or could do, by Virtue of the Power to me given by the said *B.* or otherwise: And I do hereby ratify, &c.

To receive Rents, and to recover and receive several Debts from several Persons, with an Assignment of the Debts and Declaration of Trust thereof, with a special Covenant.

KNOW, &c. that *J. B. H.* of *London*, Merchant, have made, ordained, constituted and appointed, and by these Presents do, &c. *W. E.* of the Town and Port of *Dover*, my true and lawful Attorney irrevocable, and do hereby likewise give unto my said Attorney full Power, and lawful and absolute Authority to ask, sue for, levy, require, recover and receive, all and all manner of Rent and Arrears of Rent, that are now due and owing to me by *T. S. Esq;* Mayor of *Dover*, and the Widow *J.* and the same to detain and keep to his own proper Use and Behoof; and likewise to recover, receive and take of *J. P.* of *Calais*, and his Mother, a Debt of 200 Crowns of *French Money*; and likewise to receive, take, sue for and recover 47 *l.* 10 *s.* of and from *J. D.* of, &c. and likewise to receive, take, sue for and recover, of and from *H. B.* of, &c. (other Debts, &c.) And upon Receipt of all and every or any Part of the Sums of Money, to give, seal and deliver such Acquittances and other legal Charges as the Law will allow, and as I myself might do were I personally present; and whatsoever my said Attorney shall do, or cause to be done, about or concerning the Premises, I the said *B. H.* do and shall ratify, confirm and allow as fully and amply, to all Intents and Purposes as if I myself were personally present and did the same; And I do hereby grant and assign all and every the said Debts, and the Monies to be recovered by Reason of the same, to the said *W. E.* his Executors and Assigns; And I do hereby declare, that the said several Debts with me so contracted, and to me now legally due as aforesaid, were so contracted, and were so due to me in Trust for the said *W. E.* his Executors, Administrators and Assigns; And I do hereby, for myself and my Heirs, covenant and grant, to and with the said *W. E.* his Executors and Assigns, that I the said *B. H.* have not, nor that I, my Executors or Administrators shall not, nor will release, discharge, make void, or obstruct the Recovery of the said Debts, or any Part of them, or any of them. **In Witness**, &c.

Rent and Arrears at *Dover*.

Debts in *France*, &c.

Attorney's Assignment thereof, his Declaration, his Covenant.

Perused and settled by Mr. Serjeant S.

From three Executrixes to receive Debts, Rents, and to let, &c. their late Testator's Estate.

KNOW, &c. That *S. B.* of — Widow, *C. H.* of — Widow, and *E. R.* Wife of *J. R.* of — the three Executrixes of the last Will and Testament of *G. S.* of — Gent. deceased, have, and each of us hath nominated and appointed, and by these Presents do, and each of us doth nominate and appoint *F. T.* of, &c. our true and lawful Attorney, for us and in our Name, and for our Use, to ask, sue for, recover and receive all and every Sum and Sums of Money, Debts, Dues and Demands, of what Nature or Kinds soever, now due or owing unto the Estate of the said *G. S.* deceased, from any Person or Persons whatsoever or wheresoever; And also all the Rents and

To receive Debts,

Rents, and

To make
Leases.

Non-pay-
ment.

and Arrears of Rents now due, or which at any Time or Times hereafter shall grow due, for all or any of the Manors, Messuages, Lands, Tenements and Hereditaments, late of the said G. S. deceased, in the said County of — or elsewhere in the Kingdom of England, of and from the respective Tenants or Occupiers thereof; **And** to let, set, or lease out, or to contract for letting out all or any of the said Manors, Messuages, Lands, Tenements and Hereditaments, in such Manner and to such Person or Persons, and at such Rent or Rents, as he the said F. Y. shall think proper; **And** for Non-payment of such Sum or Sums of Money, Debts, Dues and Demands, so due and owing, or of the said Rents, or Arrears of Rents, of all or any of the said Manors, Messuages, Lands, Tenements, and Hereditaments, of and from all or any the Tenants or Occupiers thereof, to sue, prosecute, levy and distrain, for, or in respect of the same, according to the proper Rules of Law in that Behalf, for recovering of Debts and Rents; and upon Payment of any Sum or Sums of Money, be it for Debt or Rent, to sign, seal or execute such Discharge or Discharges for the same as shall be proper, and also to seal and execute any Lease or Leases, Contracts or Agreements which he shall so make as aforesaid of and concerning the said Manor, Messuages, Lands, Tenements and Hereditaments, to such Person or Persons for such Term or Terms of Years, and at such yearly reserved Rent or Rents as he shall judge proper; and generally to do, or cause to be done, all such Act or Acts, Thing or Things whatsoever, in or about the Premises, as shall be necessary and requisite to be done, as fully and effectually to all Intents and Purposes whatsoever, as we the said J. B. C. H. and E. R. might or could do in our proper Persons, if these Presents had not been made or executed; and we do hereby ratify, allow and confirm all and whatsoever our said Attorney shall lawfully do, or cause to be done, by Virtue of these Presents. **In Witness, &c.**

To reckon with a Tenant, &c. for Money received by him pursuant to a Power, and to receive Rent, and pay, compound and agree for a Heriot to the Lord of the Manor, and to demand Admittance.

— That A. Esq. and B. his Wife, Relict of C. her late Husband deceased, do hereby make, &c. D. Esq. and E. Esq. jointly and severally, to call to account and reckon with F. Esq. for and to demand, and receive of him all Sum and Sums of Money (by him received, by or by Virtue of a Power to him granted from G. late Father of the said B. deceased) which are now due or payable to the said A. and B. his Wife; and also to demand, &c. all such Rent, &c. by and from J. C. Esq. for and in Respect of, &c. now in his Possession, and upon Non-payment thereof to enter, &c. **And also** for them and in their Names and on their Behalves, to pay, or compound and agree for the Heriot, or such Part thereof as to them belongs, which is payable in respect of their Part of the said Premises, in the Occupation of the said J. C. to the Lord of the Manor, of whom the same are held; and for and in the Name and on the Behalf of the said B. to demand Admittance, and to be admitted to the said Messuages, &c. according to the Will of the said G. and to do and perform all such other Matters and Things as shall be requisite and necessary in and concerning the Premises: Giving, &c.

To execute a Lease of a House.

To execute
Deeds, &c.

ID all, &c. I S. H. of, &c. Esq; send Greeting. **Whereas** I the said S. H. have agreed to let to the Right Honourable Lord L. all that my new erected Messuage, &c. situate, &c. for — Years, from — at and under the yearly Rent of — payable quarterly, without any Deduction for any Taxes parliamentary, parochial, or otherwise whatsoever: **And whereas** I am going into foreign Parts beyond the Sea, and therefore have agreed with the Lord L. to make J. M. of M. Goldsmith, my lawful Attorney, to execute such Lease of the Premises: **Now know ye**, that I the said S. H. have made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents **Do** make, ordain, constitute and appoint, and in my Place and Stead put the said J. M. my true and lawful Attorney; for me and in my Name, and as my Act and Deed, to sign, seal and deliver an Indenture of Lease of the said Messuages, &c. to the said Lord L. for — Years from — last past, under the yearly Rent of — l. &c. payable quarterly at the Shop of the said J. M. in — without any Deduction for any Taxes parliamentary, parochial, or others, and with such reasonable Covenants as are usual in Leases between Landlord and Tenant, and to do, or cause to be done, all such further Acts, Matters or Things, as are necessary for making the said Lease, and whatsoever my said Attorney shall do, or cause to be done, in and about the Premises, I do hereby ratify and

and confirm the same, as fully as if I were present and did the same in my own proper Person. **In Witness, &c.**

From a Residuary Legatee, to make Leases of an Estate in Scotland for 21 Years or three Lives, at the best improved Rent.

ID all, &c. *F. B.* of, &c. Esq; Residuary Legatee of *B. B.* late of, &c. Esq; deceased, sendeth Greeting. **Whereas** the said *F. B.* is seised of and in several Messuages, &c. in and about *C.* in the County of *S.* which he is willing and desirous should, from Time to Time, be let and set for his best Advantage: **Now know ye**, that the said *F. B.* reposing great Trust and Confidence in *F. H.* of, &c. Gent. **hath** constituted, &c. and by, &c. **Doth** hereby constitute, &c. the said *F. H.* his true and lawful Attorney and Agent, and doth hereby impower, give Warrant and Authority unto the said *F. H.* for him and in his Name, by any Writing or Writings under Hand and Seal, testified by two or more Credible Witnesses, to make any Lease or Leases, Demises or Grants of the said Messuages, &c. or any Part or Parcel thereof, unto any Person or Persons whatsoever, for the Term of 21 Years or under, or for one, two or three Life or Lives, or for 99 Years, if three Lives, or any of them shall so long live, in Possession, and not in Reversion, so as upon all and every such Lease and Leases there be reserved payable, during the Continuance thereof, the yearly Rents that are now reserved and payable, or the best improved Rent that can be had or reserved for the same, with such Covenants, Grants, Agreements and Conditions, to be contained in the several Writings as are usual in Leases in the Kingdom of Scotland; **And** the said *F. B.* for himself, his Heirs and Assigns, doth hereby ratify, confirm and allow, all and every Act and Acts, Thing and Things, which the said *F. H.* shall do by Virtue of these Presents. **In Witness, &c.**

For one to execute Writings for others.

— **Now this Indenture witnesseth**, that they the said *F. D.* and *T. M.* have, and each of them **hath** directed, authorised and appointed, and by these Presents **Do**, and each of them **Doth** direct, &c. the said Sir *T. H.* and *F. M.* and either of them, to sign, seal and execute the before recited Indenture *Quinquartite*, and to deliver the same as his and their respective Act and Acts, Deed or Deeds, to the Use and Uses of the Person and Persons therein named, to take and have the Benefit thereof and thereby. **In Witness** whereof they the said *F. D.* and *T. M.* have hereunto set their Hands and Seals the, &c.

From a Papist to register his Estate pursuant to Act of Parliament.

ID all Men, &c. that *I. A. R.* Widow and Relict of *J. R.* of *D.* deceased, have made, &c. and by, &c. **Do** make, &c. *A. B.* of, &c. and *C. D.* of, &c. or either of them jointly and severally, my true and lawful Attorney and Attornies, for me and in my Name, Place and Stead, to register, or cause to be registered my Name, and all my Real Estate in the County of *N.* and to subscribe my Name in open Sessions to such Registry-Books or Rolls, as the Clerk of the Peace for the said County of *N.* or his Deputy shall prepare for that Purpose, and to perform and fully execute for me and in my Name, Place and Stead, all such Act and Acts, Thing and Things whatsoever, requisite or necessary for registering my Name and Real Estate, as I am any wise obliged or required to do, in and by the late Act of Parliament, made in the first Year of our present Majesty's Reign, intituled an Act to oblige Papists to register their Names and Real Estates, as fully to all Intents, Constructions and Purposes whatsoever, as I could do the same and were actually present and did the same in my own proper Person; **And** whatsoever my said Attorney or Attornies shall do, or cause to be done in and about the Premises, I do hereby ratify and confirm the same. **In Witness, &c.**

To let a Ship and seal a Charter-Party.

— That *J. A.* &c. Part-Owner of the good Ship or Vessel called the *L. Burthen*, &c. now, &c. whereof *M.* is Master, have made, &c. and by, &c. do make, ordain, constitute, authorise and impower *B.* of, &c. to be my true and lawful Attorney for me and in my Name, and on my Behalf, to let the said Ship to Freight to such Merchants as shall hire the same for a Voyage to *A.* in *Russia* this present Season, and back to *L.* to

take in, &c. (such Goods, and at such Rates, and as in a Charter-Party); and for me and on my Behalf, or for and on the Behalf of the said Master of the said Ship, to seal and execute such Charter-Party of Affreightment, and other Writings for letting the said Ship to Freight for the said Voyage, as shall be requisite in that Behalf; and I the said *A.* do hereby ratify and confirm, as well such the Execution of the said Charter-Party, and other Writing as aforesaid, as all other Matters and Things whatsoever, which the said *B.* shall legally do in and touching the Premises. **In Witness, &c.**

IV. Concerning Partition of Lands, &c.

Letter of Attorney to enable a Person to make a Partition of a Plantation in Jamaica, with other Powers, &c.

ID all, &c. *J. H.* of, &c. **Whereas** the said *J. H.* together with *C. H.* of, &c. are legally seised of and well intituled to several Lands, Tenements, Plantations, Slaves, and other Hereditaments commonly called or known by the Name of *H.*'s upper and lower Pen, and several other Lands, Tenements and Hereditaments, situate, lying and being in the Island of *Jamaica*, and which were formerly the Estate of *R. H.* Esq; late Attorney General of the said Island, as Tenants in Common in undivided Moieties: **And whereas** the said *J. H.* is desirous to have his said Moiety of the said Estate parted, and allotted to him in Severalty; and for that Purpose, *R. H.* Son of the said *J. H.* hath agreed forthwith to repair to the said Island, and to solicit and procure the Partition of the said Estate, and to manage the Affairs and Interest of his said Father in the said Island: **Now these Presents witness,** that the said *J. H.* for and in Consideration of the Trust and Confidence which he placeth in the said *R. H.* his Son, **Doth** ordained, constituted and appointed, and by these Presents **Doth**, &c. the said *R. H.* his lawful Attorney, in the Name and at the proper Expence of the said *J. H.* and on his Behalf to use, all lawful Ways and Means, either by suing out one or more Writ or Writs of Partition at Common Law, or by English Bill in a Court of Equity, or by Application to any other Court of Judicature in the said Island of *Jamaica*, or by Deed or Deeds to be duly executed, without Suit in Law, to procure a final Partition and Division of the said Lands, Tenements and Hereditaments so held in Common with the said *C. H.* and an Allotment of one equal Moiety thereof to the said *J. H.* and his Heirs in Severalty; **And** for that Purpose, the said *J. H.* **Doth** hereby empower the said *R. H.* his Son, to commence and prosecute for him and on his Behalf, *All* Manner of Actions or Suits at Law or in Equity, in any Court or Courts of Judicature whatsoever in the said Island of *Jamaica*; and also to appear and defend for him in any such Courts, any Suit or Suits whatsoever, which may be hereafter sued or prosecuted against him the said *J. H.* or his Tenants or Undertenants in the said Island; **And** further to execute and deliver for him and on his Behalf, all such Deed or Deeds as may be necessary for the procuring the Partition of the said Estate, as also for the letting and setting the said Moiety to proper Tenants or Undertenants for such Terms of Years as he shall think fit; **And** the said *J. H.* **Doth** hereby further empower the said *R. H.* to demand and receive of and from the present and former Occupiers of the said Estate, all such Rents, Quit-Rents, and other Sums of Money whatsoever, which are now due and in Arrear to the said *J. H.* and which shall hereafter accrew and grow due to him on Account of his Interest in the Moiety of the said Plantations, Lands, Tenements and Hereditaments, and on Receipt of any Sums of Money on such Account, to give Acquittances, Receipts, and other proper Discharges to the Persons making such Payment, in the Name of and on Behalf of the said *J. H.* and in case they shall neglect or refuse to make such Payment, to commence and prosecute with Effect, any Suit or Suits whatsoever, in the Name and at the Expence of the said *J. H.* in order to enforce such Payment, or to make any Composition for the same; **And** the said *J. H.* doth hereby invest the said *R. H.* his Son, with full Power and Authority for the Collecting, Receiving and Recovering all Sums of Money, which are due to the said *J. H.* in the said Island, as one of the Residuary Devisees or Legatees, named in the last Will and Testament of *R. H.* Esq; late Attorney General of the said Island of *Jamaica*; **And** the said *J. H.* for the Considerations aforesaid, **Doth** hereby for himself, his Heirs, Executors and Administrators, covenant and agree, to and with the said *R. H.* his Executors and Administrators, that it shall be lawful to and for the said *R. H.* to retain in his own Hands for his own Use and Benefit, all the Rents and Profits which shall grow due to the said *J. H.* his Heirs and Assigns from the said Estate, for and during the Space of two Years

Years next after the Arrival of the said *R. H.* at *Jamaica*, without rendring any Account thereof to the said *J. H.* his Heirs or Assigns; the said *R. H.* defraying at his own Expence all Taxes, Quit-Rents, and other Charges and Incumbrances whatsoever, to which the said Moiety shall be liable during the said two Years, and all Charges which shall attend the Receiving and Recovering the Rents and Profits of the said Estate arising, during the said Term; **And** the said *J. H.* for the Consideration aforesaid, and in Consideration of the natural Love and Affection which he beareth to his said Son *R. H.* doth hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *R. H.* his Son, his Executors and Administrators, that he the said *J. H.* his Heirs and Assigns, from and after the Expiration of the said Term of two Years, next insuing the Arrival of the said *R. H.* at *Jamaica*, shall and will stand and be seised of one Moiety of all the Lands, Teneiments, Slaves, Plantations, and other his Estate of which he is now seised of or intituled to in the said Island of *Jamaica*, with their Appurtenances, and all the Rents, Reversions, Services and Profits whatsoever arising thereby, **To the Use** of the said *R. H.* for and during the Term of his natural Life; **And** that at the End of the said two Years, the said *J. H.* during his natural Life, shall bear his equal Share and Proportion of all profitable and lasting Improvements which shall be made by the said *R. H.* upon the said Estate; **And** the said *J. H.* doth hereby promise to ratify and confirm all such Acts and Deeds which the said *R. H.* shall legally do and execute, or cause to be done and executed, in Pursuance of the Authority hereby given him; **And** doth hereby revoke and declare void all former Powers and Authorities by him formerly granted to other Attornies, and particularly to *G. B.* of *Spanish Town* in the said Island, Merchant, and *T. G.* of the same Place, Planter, for the Management of his Estate and Effects in the said Island; **And** doth hereby impower the said *R. H.* to use all lawful Means either by Suit, or otherwise, in the Name of and at the Expence of the said *J. H.* to bring the said *G. B.* and *T. G.* and all other his former Attornies to an Account, for such Monies as they have received for his Use, or for the Mismanagement of his Estate and Effects in the said Island, and to ballance and adjust such Accounts; and upon receiving the Monies due upon such Ballances, or the settling and adjusting any other Disputes and Matters in Controversy between the said *J. H.* and his former Attornies, in the Name and on the Behalf of the said *J. H.* to execute such Releases, Acquittances, or such other Discharges as shall be in such Case requisite. **In Witness, &c.**

V. Concerning Marriages.

From an Executrix of an Executrix to a Trustee, to transfer Stock to raise her Portion, and to pay the same to the intended Husband on executing the Settlements prepared.

ID all, &c. *B. B.* Executrix of the last Will and Testament of *M. B.* her Mother, who was Executrix of *R. B.* Esq; Father of the said *B.* and Husband of the said *M.* sendeth Greeting. **Whereas** a Marriage is, by God's Permission, shortly to be had and solemnised between *W. B.* of, &c. Esq; and the said *B. B.* in Consideration thereof, and the Sum of 10000*l.* the said *B.*'s present Portion, the said *W. B.* hath agreed to make suitable Settlements: **And whereas** the said Sum of 10000*l.* and other Sums, Part of the Personal Estate of her Father and Mother, are vested in *South-Sea* Annuities and other Stocks: **Now know ye**, that as well for Raising the said Sum of 10000*l.* as such Money as the said *B.* shall have Occasion for, to buy her Wedding-Cloaths and other Necessaries, **She** the said *B. B.* hath authorised and directed, and by, &c. **Doth**, &c. *J. E.* of, &c. Esq; to sell, dispose of and transfer so much of the Stocks as will amount to the Sum of 10000*l.* and on Execution of the said Marriage Settlement (already prepared and ingrossed) by the said *W. B.* to pay to him the said *W. B.* the said Sum of 10000*l.* and also by such Sale and Transfer, as aforesaid, to raise the Sum of, &c. and pay the same to the said *B.* for the Purposes aforesaid; **Perceby** ratifying, &c. **In Witness, &c.**

VI. Con-

VI. Concerning Mortgages.

To receive Money due on a Mortgage, and for that Purpose to prosecute Suits in Law and Equity, with Power to compound and execute Conveyances on Payment.

I D all to whom these Presents shall come, I S. H. of, &c. Esq; send Greeting. **Whereas** by Indentures of Lease and Release, bearing Date respectively the 25th and 26th Days of, &c. and made between R. M. of, &c. of the one Part, in Consideration of, &c. the said R. M. Did grant unto me the said S. H. and my Heirs, all that, &c. Subject to the Redemption of the said R. M. on Payment of, &c. as in and by the said Indenture of Release, Relation, &c. **And whereas** the said Principal and Interest is still behind and unpaid, I the said S. H. being resolved to use my utmost Endeavours to recover the said Money by Bill of Foreclosure, Ejectment, or otherwise, but being going into Parts beyond the Seas, have agreed to authorise J. M. of L. &c. to recover the same, and to prosecute such Suits, both at Law and in Equity, as Counsel shall advise, for the Recovery thereof, or otherwise to compound the said Debt: **Now know ye**, that I the said S. H. **Have** made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents **Do** make, ordain, constitute and appoint, and in my Place and Stead put the said J. M. my true and lawful Attorney, for me and in my Name and to my Use, to sue for and prosecute at Law or in Equity, the said R. M. his Heirs, Executors and Administrators, for the said Sum of, &c. and Interest, and to bring any Ejectment or Ejectments, Bill or Bills of Foreclosure, or any other Action or Suits as shall be thought most proper to compel the Payment of the said Money, and to receive the same, and Releases, Discharges, and other sufficient Acquittances to give for what he shall receive, and full Power to make any Composition or Agreement touching the Payment of the said Debt, and under him one or more Attornies or Solicitors to make and substitute, and to displace them or any of them, and others in their Room to substitute, and to do, or cause to be done, all such Matters and Things as shall be needful and requisite for the Recovery of the said Mortgage-Debt; **And further** for me and in my Name, and as my Act and Deed, to seal and deliver any Conveyances, Indentures, or Deeds Poll, or other Deeds whatsoever, relating to the said Debt and mortgaged Premises, either for the releasing my Right to the same on Payment of the Money thereon due, or for acquitting and discharging any Sum or Sums of Money he shall receive, or conveying the said mortgaged Premises to any other Person or Persons, and their Heirs, or for compounding the same Debt, or otherwise, as to him shall seem meet; ratifying and allowing, confirming and holding good and firm in Law whatsoever my said Attorney shall do, or cause to be done in and about the Premises, as fully to all Intents and Purposes whatsoever, as I might or could do the same, if I were personally present. **In Witness** whereof I the said S. H. have hereunto set, &c.

From a Mortgagor to the Agent of the Mortgagee, to receive the Rents of the mortgaged Premises, thereout to pay to the Mortgagee the Interest as it becomes due, and the Surplus to the Mortgagor; and a Covenant not to revoke the same till the Mortgagee shall be paid.

I D all, &c. I H. T. of, &c. send Greeting. **Whereas** by Indentures of Lease and Release, the Lease bearing Date, &c. made between me the said H. T. of the one Part, and G. C. of, &c. of the other Part, and the Release bearing equal Date herewith, and made between the said H. T. and M. my Wife, of the one Part, and the said G. C. of the other Part, The said H. T. together with the said M. my said Wife, in Consideration of 1600 l. to me paid by the said G. C. Did grant and convey to the said G. C. and his Heirs, all that, &c. To have and to hold the said Manors and Premises unto the said G. C. his Heirs and Assigns for ever; In which said Indenture of Lease is contained a Proviso, that if I the said H. T. &c. (Proviso of Redemption): **Now know ye**, that for the better and more punctual Payment of all such Interest as shall grow due for the said Principal Sum of 1600 l. I the said H. T. at the Desire of the said G. C. **Have** made, &c. and by, &c. **Do** make, &c. T. L. of, &c. my true and lawful Attorney, for me and in my Name to ask, demand and receive of and from all and singular the Tenants in the said Indentures of Lease and Release particularly mentioned, all and every the Rents and Profits of their Farms, as they shall grow due and payable, and thereout in the first Place

Place to pay to the said G. C. his Heirs, Executors, Administrators or Assigns, the Interest of the said Sum of 1600*l.* and after Payment thereof, to pay the Overplus of the said Rents and Profits to me the said H. T. or to such Person or Persons as I shall appoint; **Giving**, and by these Presents granting unto the said T. L. as full Power to act as afore-said, in and about the said Premises, as if I the said H. T. were personally present; **And** upon Receipt of the said Rents and Profits, Acquittances and other legal Discharge to give for the same; **Ratifying** and hereby confirming whatsoever the said T. L. shall do, or cause to be done in and about the Premises, as fully to all Intents and Purposes, as if the same were done by myself, and I were personally present; **And** I the said H. T. for myself, my Heirs, Executors, Administrators and Assigns, do hereby covenant, grant and agree to and with the said G. C. his Heirs, Executors, Administrators and Assigns, that I the said H. T. my Heirs, Executors, Administrators or Assigns, shall not, nor will revoke or recall these Presents, or the Liberty or Authority hereby granted, or any Matter or Thing which he the said T. L. shall legally do, or cause to be done in and about the Premises, until the said G. C. be fully paid and satisfied the said Principal Sum of 1600*l.* and all Interest to grow due for the same. **In Witness, &c.**

Covenant not to revoke.

VII. Concerning Intestate's Estates.

To receive the Distributive Share of an Intestate's Estate.

ID all, &c. I T. C. of, &c. send Greeting. **Whereas** F. C. my Sister lately died intestate, by Means whereof, and by Virtue of the Statute made for the better distributing Intestate's Estates, I am become legally intitled to a distributive Share of my said Sisters Personal Estate: **Now know ye**, that I the said T. C. having and reposing great Trust and Confidence in G. C. of, &c. **Have** made, &c. and by these Presents **Do** make, &c. the said G. C. my true and lawful Attorney, for me and in my Name to sue for, ask, demand, receive and recover of and from — Administrator of the said F. C. all my distributable Share of the Personal Estate of my said Sister, which I am by Law intitled unto, and all Sum and Sums of Money, Goods, Chattels and Personal Estate whatsoever, which by my said Sister's dying intestate, or on any other Account belong or of Right ought to belong to me, and Receipts and other legal Discharges for me and in my Name to give to the Administrator of my said Sister, for what my said Attorney shall receive, and to make any Agreement or Composition for my said distributable Share of my said Sister's Personal Estate, or for any other Matter or Thing due to me on that or any other Account, and whatsoever my said Attorney shall do, or cause to be done in or about the Premises, I do hereby ratify and confirm the same, as fully to all Intents and Purposes, as if I had been actually present and done the same in my own proper Person. **In Witness, &c.**

Another.

ID all, &c. I M. G. of, &c. send Greeting. **Whereas** I the said M. G. by the Decease of J. G. my Father, who died intestate, am intitled to a distributive Share of certain Leasehold Estate in W. in the County of L. and other my said Father's Personal Estate: **Now know ye**, that I the said M. G. having, &c. in E. T. of, &c. **Have** made, &c. and by, &c. **Do** fully, freely and absolutely make, &c. the said E. T. my true and lawful Attorney irrevocable, for me and in my Name, and to my Use to ask, demand and receive of and from M. G. Widow, Relict and Administratrix of the said J. G. all such Sum and Sums of Money, and all such Goods, Chattels and Personal Estate as is, are, or shall be due to me by Virtue of the Statute made for Distribution of Intestate's Estates, or otherwise howsoever, and for Non-payment thereof, or any Part thereof, to commence and prosecute any Action or Suit, either at Law, in Equity, or the Ecclesiastical Court, against the Administratrix of my said Father, or any other Person liable to answer or pay the same, **And** to make any Agreement or Composition for my said distributable Share, as to my said Attorney shall seem meet; **And** on Payment or Recovery of what is due to me, to seal and deliver as my Act and Deed, any Receipt, Discharge, Release, or any other Deed as shall be thought proper to discharge my said Father's Administratrix, and his said Personal Estate of and from such Right and Title as I have, or can or may have or claim, in and to such distributable Share of the said Personal Estate; **And further** I do hereby empower my said Attorney, for me and in my Name to do and transact all my other Affairs, Matters and Things whatsoever, and to seal and deliver all Manner of

Deeds and Writings relating to my said Affairs; And whatsoever my said Attorney shall do, or cause to be done, in or about the Premises, or any of them, I do hereby approve of, ratify and confirm the same, as fully, &c. *In Witness, &c.*

VIII. Concerning Copartnership.

A Letter of Attorney from an Administratrix of a Copartner to the surviving Copartner of all the Debts due in Partnership, &c.

ID all, &c. I *A. B.* of, &c. late Wife and Administratrix of all and singular the Goods, Chattels and Debts, which lately did belong and appertain unto my late Husband *J. B.* late of, &c. deceased, send Greeting. **Whereas** *T. B.* Citizen and — of London, and the said *J. B.* in his Life-time were Copartners in the Art, Trade and Mystery of a — during which Term of their Copartnership, divers and several Debts were made due to them as Copartners, which as yet remain unsatisfied, Part whereof belongs to me the said *A. B.* by Virtue of the Administration afore said, and divers other Debts were made since by the said *T. B.* and me the said *A. B.* which remain in Account betwixt the said *T. B.* and me the said *A. B.* and which do also remain unsatisfied, one Part or Share whereof belongs to me the said *A. B.* **Now therefore know ye**, that I the said *A. B.* for divers other good Causes and valuable Considerations me thereunto especially moving, have made, ordained, authorised and constituted, and by, &c. the said *T. B.* my true and lawful Attorney and Assignee in this Behalf, viz. in the Name or Names of the said *J. B.* deceased, or me the said *A. B.* and the said *J. B.* or in the Names of us, or any of us, as Cause shall require, but to the only proper Use and Benefit of my said Attorney, his Executors and Assigns, **To** ask, demand, levy, recover and receive **All** and singular such Debts, Dues, Sum and Sums of Money, or all and singular such my Share, Part and Proportion of Debts, Dues, Sum and Sums of Money, as are or shall be due, or any Ways belonging unto me the said *A. B.* by any Person or Persons whatsoever, for or in Respect of the said Copartnership between the said *T. B.* and *J. B.* deceased, or for or in Respect of any other Dealings between me the said *A. B.* and the said *T. B.* **Giving, &c.** And I the said *A. B.* for myself, my Executors and Administrators, do covenant, promise and grant to and with the said *T. B.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, viz. That I the said *A. B.* my Executors, Administrators or Assigns, shall at no Time hereafter revoke or disallow this present Writing or Letter of Attorney, or the Authority herein given in part or in all, or any Action, Suit, Complaint, Plea or Process, which shall at any Time or Times hereafter be brought, sued or prosecuted against any Person or Persons, for the Recovering and Receiving of any of the said Debts, Monies and Premises, or of any Part thereof as afore said, by Virtue of the Power hereby given; **And lastly**, that I the said *A. B.* my Executors or Administrators, shall not at any Time or Times hereafter compound, receive, release or discharge any of the afore said Debts, Dues, Sum and Sums of Money, or all and singular such Share, Part and Portion of the same Debts, Monies and Premises, or any Part thereof, without the Consent or Agreement of the said *T. B.* his Executors, Administrators or Assigns, first had and obtained in Writing, under his or their Hands and Seals for that Purpose. *In Witness, &c.*

IX. Concerning Bankrupts.

From a Creditor of a Bankrupt to receive his Dividend, and release the Debt.

KNOW all Men by these Presents, That I *A. B.* of, &c. Gent. have made, &c. and by, &c. *D.* of, &c. Gent. my true and lawful Attorney, for me and in my Name to appear before the Commissioners appointed to execute a Commission of Bankruptcy awarded against *A. B.* &c. in the Parish of — &c. and then and there to ask, demand, sue for, recover and receive, of and from the said Bankrupt, or Assignee or Assignees of the said Commission, my Share and Proportion of the said Bankrupt's Effects, and for me and in my Name to make, seal and execute any Release or Releases, Discharge or Discharges, for the Debt, or any Part thereof, due and owing to me from the said Bankrupt, and also to make, sign, seal or execute any Certificate or Certificates for the Discharge of the said Bankrupt, and to make, do and execute all and every other Act and Acts, Thing and Things whatsoever, needful and necessary to be done in and about

about the said Debt so due and owing from the said Bankrupt, or his Estate, or relating to the said Bankrupt or Commission so issued as aforesaid, as I myself may or might do, were I present at the doing thereof; and I do hereby ratify and confirm all and whatsoever my said Attorney shall lawfully do or cause to be done in and about the Premises. *In Witness,* &c. (a)

A Letter of Attorney to receive Monies and Allowances to a Bankrupt, by Virtue of an Act passed 5 Geo. 1.

ID all, &c. I *J. W.* of, &c. send Greeting. **Whereas** a Commission of Bankruptcy under the Great Seal of *Great Britain* was awarded and issued against me the said *J. W.* directed to sundry Commissioners therein named, who have proceeded thereon and declared me a Bankrupt: **And whereas** I the said *J. W.* have from Time to Time submitted myself to be examined before the said Commissioners named in the said Commission, or the major Part of them, touching a Discovery of my Estate and Effects, and having conformed myself to the Directions of the several Acts of Parliament now in Force concerning Bankrupts, obtained my Certificate from the Right Honourable the Lord High Chancellor of *Great Britain*, fairly and without Fraud, whereby and by Means whereof I the said *J. W.* am legally and justly intitled to such Allowance as is given to Bankrupts by the Act passed in the 5th Year of the Reign of his late Majesty King *George* the First, for the better preventing Frauds committed by Bankrupts: **And whereas** — and — have been chosen Assignees of my Estate and Effects: **And whereas** *W. L.* of, &c. Gent. for the Support and Maintenance of me the said *J. W.* my Wife and Family, Did give his promissory Note in Writing to — and — or one of them, for the Sum of 50 *l.* on Condition that in Case the said — or — or one of them, would intrust and supply the said *J. W.* or his Wife with Linen or other Goods to that Value, he the said *W. L.* then undertook to pay the same, as by his Note, &c. **And whereas** the said — and — have *bona fide* in Monies and Goods paid and delivered for the Support and Maintenance of myself, Wife and Family, to the Amount and Value of the said Sum of 50 *l.* or thereabouts; which said Sum being demanded of the said *W. L.* he the said *W. L.* by Virtue of his said Note, is now liable to pay the same: **Now know ye,** that in Consideration of the Premises, and to the Intent and Purpose to enable the said *W. L.* to pay the said Sum of 50 *l.* in Discharge of his said Note, and for divers other good Causes and valuable Considerations me thereunto especially moving, I the said *J. W.* **Have,** and by these Presents do absolutely bargain, sell, assign and transfer unto and to the Use and Benefit of the said *W. L.* his Executors and Assigns, all and every such Sum and Sums of Money, and all Allowances, Benefits and other Advantages whatsoever, as are now due, payable, or any ways belonging unto me the said *J. W.* as a Bankrupt, by Virtue of the said recited Act given for the Benefit of Bankrupts in the 5th Year of his said late Majesty's Reign, or otherwise, touching the same; and all my Right, Interest, Property, Claim and Demand whatsoever, of, in or to the said hereby assigned Premises; **And** for the better and more effectual enabling him the said *W. L.* his Executors and Assigns, to have and receive all and singular the hereby assigned Premises, to and for his and their own Use and Benefit, for the Intent and Purpose aforesaid, I the said *J. W.* **Have,** and by these Presents do make, constitute, authorise and appoint, and in my Place and Stead put the said *W. L.* his Executors and Assigns, my true and lawful Attorney and Attornies irrevocable, to ask, demand, sue for, recover and receive of and from the Assignees of the said Commission, and of and from all other Persons whomsoever who are or shall be liable to pay the same, **All** and singular the hereby-before assigned Monies, Allowances, Benefits and Premises, and upon Receipt and Payment thereof, or of any Part thereof, in my Name, or otherwise, to give proper and sufficient Discharges for the same, and upon Non-payment, &c. **And finally,** I the said *J. W.* do hereby give and grant unto the said *W. L.* his Executors and Assigns, my full and absolute Power in all and singular the said assigned Monies and Premises, as well for the Suing for and Recovering thereof, as also for the Compounding, Releasing and Discharging of the same, as he or they shall think fit; and that as fully, &c. and I do hereby ratify, &c. **In Witness,** &c.

(a) See Affidavit of Executing this Letter of Attorney, Tit. *Affidavits*.

Letters of Licence and Composition.

A Letter of Licence from Creditors to a Debtor.

T**O** all People to whom these Presents shall come, we who have hereunto subscribed our Names, and affixed our Seals, Creditors of *J. B.* of, &c. — send Greeting. **Whereas** the said *J. B.* on the Day of the Date hereof, is indebted unto us the several Creditors hereunder named in divers Sums of Money, which at present he is not able to pay or satisfy without Respite and Time to be given him for the Payment thereof: **Know ye therefore**, that we the said several Creditors, and each and every of us, **Have** given and granted, and by Virtue of these our present Letters **Do** give and grant unto the said *J. B.* full and free Liberty, Licence, Power and Authority to go about, attend, follow and negotiate any Affairs, Business, Matters and Things whatsoever, to or at any Place or Places whatsoever, without any Let, Suit, Trouble, Arrest, Attachment or other Impediment to be offered or done unto him the said *J. B.* his Wares, Goods, Monies, or other Merchandises whatsoever, or any of them, or any Part of them, by us, or by any of us, or by the Heirs, Executors, Administrators, Partners or Assigns, of us or any of us, or by our or any of our Means and Procurement, to be sought, attempted or procured to be done, for and during — (*so long*) next and immediately ensuing the Day of the Date hereof: **And further**, we the said Creditors hereunder subscribed do, and each of us doth covenant and grant for ourselves, our Heirs, Executors, Administrators and Assigns respectively, and not jointly one for another, nor for the Heirs, Executors, Administrators or Assigns of one another, to and with the said *J. B.* that we, or each or any of us, our Heirs, Executors, Administrators and Assigns, or any of them, shall not, nor will, during the Time aforesaid, sue, arrest, attach or prosecute the said *J. B.* for or upon Account of our respective Debts, or any Part thereof, or of any of them; **And** that if any Hurt, Trouble, Wrong, Damage or Hindrance be done unto the said *J. B.* either in Body, Goods or Chattels, or any of them, within the aforesaid Term of — next ensuing the Date hereof, by us or any of us the said Creditors, or by any Person or Persons, or by or through the Procurement, Consent or Knowledge of us, or any of us, contrary to the true Intent and Meaning of these Presents, that then the said *J. B.* by Virtue hereof, shall be discharged and acquitted for ever against such of us the said Creditors, his and their Heirs, Executors, Administrators or Assigns, by whom and by whose Will, Means or Procurement, he shall be arrested, attached, imprisoned, grieved or damnified of all Manner of Actions, Suits, Quarrels, Dues, Debts, Charges, Sum or Sums of Money, Claims and Demands whatsoever, from the Beginning of the World to the Day of the Date hereof. **In Witness, &c.**

A Letter of Licence from the Creditors of a Bankrupt to the Bankrupt.

T**O** all People to whom these Presents shall come, **We** whose Hands and Seals are hereunto subscribed and set, Creditors of *C. K. jun.* late of — in the County of — send Greeting. **Whereas** the said *C. K.* now at the Day of the Date of these Presents, stands justly and truly indebted unto us his said Creditors severally in several Sums of Money by Bond, Specialty, or for Goods sold and delivered, or otherwise, which by reason of Losses happened unto him he is incapable of making present Payment of: **And whereas** there hath lately been sued forth or prosecuted a Commission of Bankruptcy against the said *C. K.* under the Great Seal of *England*: **And whereas** the said *C. K.* cannot be found so as to be compelled to give any Account of his Estate, and cause the same to be delivered into the Hands of the Commissioners named in the said Commission, or their Assignee or Assignees, so as to satisfy us the said Creditors of the said *C. K.* our just Debts so far as the same will reach; **But** the said *C. K.* by Friends has offered to meet us his said Creditors, in order to give us such Satisfaction as he is able, and make such End with us, as shall be thought reasonable, considering his present Circumstances, in Case his said Creditors will assure him of his Person until the 25th Day of *January* now next: **Now know ye**, that we the said Creditors of the said *C. K.* for the Considerations aforesaid, have given and granted, and every one of us for his and their own Part severally by these Presents doth give and grant unto the said *C. K.* full and free Liberty and Licence, in such Sort that he the said *C. K.* shall and may peaceably, quietly and freely go, come, abide,

abide, continue, pass and repass, in, into and from any Part, Place or Places whatsoever, from Time to Time and at all Times from the Date hereof, until the 25th Day of *January* now next coming, without any Let, Suit, Trouble, Arrest, Attachment, Molestation or Interruption of the Body of the said C.K. of or by us or any of us, or our or any of our Executors or Administrators, in any wise howsoever: **And** we the said Creditors for ourselves severally, our several Executors and Administrators, covenant, grant and agree, that whosoever of us, or our Executors or Administrators, shall, at any Time before the said 25th Day of *January* next, molest, arrest or sue the Body of the said C.K. shall forfeit the Debt or Debts now due or owing by or from the said C.K. unto such of us as shall so molest him, contrary to the true Intent and Meaning of these Presents; and we the said Creditors do hereby severally agree that all Proceedings against the said C.K. upon the said Commission shall be stay'd until the said 25th Day of *January* next. **In Witness,** &c.

Letter of Composition for Debts.

ID all, &c. We J.F. and F.J. Creditors of R.C. and C.R. send Greeting. **Whereas** the said R.C. and C.R. are and do stand jointly indebted, and do owe unto us the said Creditors, divers Sums of Money which they are willing to satisfy and pay as far as they are able: **Now know ye,** That we the said Creditors, who have hereto subscribed our Names and affixed our Seals, finding they the said R.C. and C.R. are by Losses and otherwise disabled to pay our full Debts, **Do** severally and respectively agree and bind ourselves, our Heirs, &c. to the said R.C. and C.R. by these Presents to accept and take of them the said R.C. and C.R. their, &c. after the Rate of — in the Pound, in full Satisfaction of all such Debts and Sums of Money as they do jointly owe unto us, and every of us respectively, the same to be paid at four equal Payments; the first Payment, &c. — so as the said R.C. and C.R. (for the more sure and better Payment of the several Sums of Money aforesaid, in Recompence and Satisfaction of our and every of our said several Debts, after the Rate of — in the Pound as aforesaid,) their Executors or Administrators, do before the — become jointly and severally bound with sufficient Sureties unto us and every of us respectively, by Obligation and with double Penalties in due form of Law to be made, sealed and delivered to us and each of us, or to our and each of our Uses, by the Appointments of us and each of us: **Provided always,** that neither these Presents, nor any Thing herein contained, shall bind us, or either or any of us, who have hereunto subscribed our Names and put our Seals, until all and every of the Creditors aforesaid shall have sealed and subscribed the same, on or before the — next ensuing. **In Witness,** &c.

An Indenture of Licence and Composition from Creditors to a Widow, to enable her to Administer, &c.

THIS Indenture made, &c. Between J.F. F.J. and R.C. Creditors of C.R. late of — of the one Part and R.R. Widow of the said C.R. of the other Part. **Whereas** the said R.C. at and before his Death was indebted unto the said Creditors in several Sums of Money: **And whereas** the said R.R. hath since her said Husband's Death perused and examined his Estate and Effects, and finding that the same is far short of giving the said Creditors a full Satisfaction for their just Debts, hath hitherto forbore to take out Letters of Administration of the Goods, Chattels and Estate of her said Husband, as to her properly doth belong, according to the Laws of this Realm: **And** the said R.R. having acquainted the said Creditors therewith, they the said Creditors and each of them were and are willing, contented and pleased to accept of — in the Pound for their said Debts upon the Security of the said R.R. and to be paid at such Days and Times and in such Manner and Form as hereafter is limited, expressed and declared: **Now this Indenture witnesseth,** That the said J.F. and F.J. and R.C. the Creditors before named, have given and granted, and by these Presents do give and grant unto the said R.R. their and every of their full Liberty, Leave, Consent and Approbation that she the said R.R. shall and may have and take out, in her own Name, Letters of Administration of all and singular the Goods, Chattels and Personal Estate of her said deceased Husband, without any Disturbance or Interruption from them, or either of them; **And** that the said Creditors before named do for themselves severally and respectively, and for the Executors and Administrators of each of them, and not jointly nor the one for the other, covenant, promise and grant to and with the said R.R. her Executors, Administrators and Assigns, **That if** the said R.R. her Executors or Administrators, do or shall on or before

Recital of Debts,

and of Examination and Insufficiency of Effects,

and of Consent to compound, &c.

Covenant that if Securities be given by such a Day for Composition Money, Acquittance, &c. to be given.

before the — Day of — next ensuing the Date of these Presents, become bound in several Obligations, good and sufficient in the Law, in several reasonable Penalties, unto the said several Creditors before named, severally to be conditioned for the Payment unto them the said Creditors, their several Executors, Administrators or Assigns, of the Sum of — of lawful Money of *Great Britain*, for every Pound or 20s. of their due and principal Debts by the said C.R. in his Life-time owing respectively as aforesaid, not accounting any Interest for the same or any Part thereof, *to wit*, on the —, and shall and will also at the Costs and Charges of the said R.R. her Executors or Administrators, severally seal, and as their several Acts and Deeds deliver unto or for the Use of the said R.R. several Acquittances or Discharges in Writing sufficient in law, thereby acquitting and releasing as well the said C.R. his Executors, Administrators and Assigns, as also the said R.R. her Executors and Administrators, of all Debts, Bonds, Bills, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents: And the said Creditors, &c. severally and respectively every one by and for himself, his Executors and Administrators, and not jointly nor the one for the other, do covenant, promise and grant to and with the said R.R. her Executors and Administrators, and every of them, by these Presents, **That** if either the said R.R. her Executors and Administrators, or her or their Goods or Chattels, or the Goods or Chattels of her said late Husband, or any of them, shall at any Time or Times hereafter, until or before the said — Day of — be arrested, attached, sued, molested or troubled by the above named Creditors, or any of them, or by any other Person or Persons, or by their or any of their Means or Procurement, or in their or any of their Right or Rights, for or by Reason of any Debt or Debts, so to them or any of them owing by the said C.R. at the Time of his Decease; **That then** and from thenceforth, she the said R.R. her Executors and Administrators, shall be acquitted, released and discharged against him or them by whom the said R.R. her Executors or Administrators, or her, their or any of their Goods or Chattels, shall be so arrested, attached, sued, molested or troubled, of and from all Debts, Actions, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents; and that these Presents to be pleaded, shall be a sufficient Discharge in that Behalf against him or them of the said Creditors, his or their Executors or Administrators, by whom, or by whose Means or Procurement, or in whose Right she the said R.R. her Executors or Administrators, her or their Goods or Chattels, or any of them shall be so arrested, &c. contrary to the true Intent and Meaning of these Presents: **Provided always**, That if the said Creditors abovenamed do not or shall not at any Time before the — sign, seal, and as their Act and Deed deliver in due Form of Law one Part of these Presents unto or to the Use of the said R.R. that then these Presents, and every Thing therein contained, shall be void and of no effect. And the said R.R. for herself, &c. doth covenant and grant to and with the said Creditors and every of them, their and every of their Executors and Administrators, That in case all the said Creditors shall in due Form of Law sign, seal, deliver and execute one Part of these Presents, as aforesaid, unto or to the Use of the said R.R. on or before the — Day of, &c. that then she the said R.R. her Executors or Administrators shall and will in due Form of Law make, or cause to be made, and duly seal and execute the said several Obligations, and deliver the same to or for the Use of the said Creditors, upon or before the — Day of, &c. **In Witness, &c.**

and if arrested, to be acquitted, &c.

Proviso that if Creditors don't deliver one Part of these Presents before a Day fixed, they are to be void.

And covenant to deliver Bonds on executing it.

Limitations of Uses and Trusts.

That Trustees, as soon as an intended Wife is naturalized, shall lay out her Portion in the Purchase of Lands; and settle the same, &c.

UPON TRUST that they the said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor shall, so soon as the said C.C. (*the intended Wife*) shall be naturalized, lay out the said Sum of — (*the Marriage Portion*) in the Purchase of Lands, Tenements and Hereditaments, and settle the same to the several Uses, Intents and Purposes herein before declared and expressed, (*i. e. in the Recital of the Agreement*) with Power for the said R. J. and C.C. (*the intended Husband and Wife*) during their respective Lives, to make Leases of the said Lands purchased, not exceeding — Years, at Rack-rent, and such other Powers as are usual in Marriage Settlements.

That

That till the Marriage Portion be laid out in a Purchase, the Interest, &c. to go as after the Purchase and Settlement.

— And upon further Trust that until the said Sum of — shall be invested and laid out in the Purchase of Lands, to pay and apply the Interest and Produce of the said Sum of — (and the Dividends of the said South-Sea Stock) to such Person and Persons as would be intitled to the Rents and Profits of the Lands, if purchased and settled as aforesaid.

That the Proceed of Stock, till a Purchase made, be applied to Uses before mentioned.

— And upon this further Trust, That in the mean Time, until a convenient Purchase can be had as aforesaid, they the said T.H. and H.B. junior, their Executors, Administrators and Assigns, do and shall from Time to Time pay and apply the Interest and Proceed of the said 500*l.* Bank Stock, to such Person and Persons respectively, as would be intitled to the Rents, Issues and Profits of the Lands and Tenements so agreed to be purchased, if such Purchase was actually made, and the Lands settled and assured in such Manner as is herein before mentioned concerning the same.

That if the Husband, before Purchase with the Wife's Portion, dies without Issue, and the Wife survives, the Money to be paid to the Wife, her Executors, Administrators or Assigns; or to him, if she dies, in the like Manner.

— And on this further Trust, If the said R.J. shall, before such Purchase made, die without any Issue by him on the Body of the said C.C. begotten, living at his Death, or then in *Ventre Matris*, and the said C.C. his intended Wife shall him survive, that then and in such Case the said Sum of — shall be paid to the said C.C. her Executors, Administrators or Assigns; and if the said C.C. shall die without any Issue of her Body by the said R.J. begotten, living at her Death, and the said R.J. shall her survive, then the said Sum of — shall be paid to the said R.J. his Executors, Administrators and Assigns.

Uses to the intended Wife till the Marriage, and after the Marriage, subject to an Annuity of the Wife's Mother.

— To the Use and Behoof of the said M.K. and her Heirs, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization thereof; Subject to and charged with the Payment of an Annuity or yearly Sum of — to M.K. Widow, (Mother of the said M.K. Party hereto) during her natural Life, in such Manner as herein after is mentioned, in case she the said M.K. Widow shall happen to survive the said M.K. (Party hereto) but not otherwise, (And so Subject)

Uses to the Husband, during his Life.

— To the Use and Behoof of the said J.E. and his Assigns, for and during the Term of his natural Life, (without Impeachments of or for any Manner of Waste, other than voluntary Waste in pulling down Houses without rebuilding the same), (And from and immediately after the Determination of that Estate)

Uses to the Trustees during the Husband's Life (or Wife's Life, Mutatis Mutandis) upon Trust to preserve Contingent Remainders, &c. (or Contingent Uses and Estates).

— To the Use and Behoof of the said J.S. and C.P. and their Heirs, for and during the Life of him the said J.E. (the intended Husband or Wife, as the case is) Upon Trust to preserve the Contingent Remainders (or Contingent Uses and Estates) herein after limited, from being defeated, (barred) or destroyed, and for that Purppose to make Entries and bring Actions as Occasion shall be or require; But nevertheless in Trust to permit and suffer the said J.E. and his (her) Assigns, during his (her) natural Life, to receive and take the Rents, Issues and Profits of the said Premises, to and for his (her) Use and Benefit; (And from and immediately after the Death of the said J.E. then)

Use

Use to the Wife during her Life.

— **To the Use** and Behoof of the said *M. K.* his intended Wife and her Assigns, for and during the Term of her natural Life, (without Impeachment of or for any Manner or Waste;) (*And from and immediately after the Death of the said M. K. Party hereto, in case the said M. K. her Mother shall be then living, then.*)

Use to the Wife's Mother as to an Annuity, with Power of Distress.

— **To the Use**, Intent and Purpose, that she the said *M. K. Widow*, and her Assigns, shall and may, during her natural Life, have, receive and take, to and for her own Use and Benefit, one Annuity or yearly Sum of — of lawful Money of *Great Britain*, clear of all Taxes, Charges and Deductions whatsoever; the said Annuity to be paid to her or them upon, &c. by equal Portions; the first of which (quarterly) Payments to begin and be made on (such of the said Feast-Days) as shall happen next after the Death of the said *M. K. (Party hereto)* if the said *M. K. Widow*, her Mother, be then living, together with full Power for her the said *M. K. Widow*, and her Assigns, to enter upon and to make Distress on the said herein before released Premises, in case Default shall be made in Payment of the said Annuity of — by the Space of — Days next after any of the said (Feast-Days) whereon the same ought to be paid as aforesaid; (*and from and after the Decease of the Survivor of them the said J. E. and M. K. his intended Wife*, subject nevertheless to and charged with the Payment of the said Annuity or yearly Sum of — to her the said *M. K. Widow*, in Manner as aforesaid, then as to all and singular the said hereby granted and released Hereditaments and Premises)

Use to the first Son of Husband and Wife, and his Heirs Male.

— **To the Use** and Behoof of the first Son of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten, and of the Heirs Male of the Body of such first Son lawfully issuing; (*and in Default of such Issue*)

Use to the second Son and his Heirs Male.

— **To the Use** and Behoof of the second Son of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten, and of the Heirs Male of the Body of such second Son lawfully issuing; (*and in Default of such Issue*)

Use to the third Son and his Heirs Male.

(*THE like as it is to the second Son, mutatis mutandis.*)

Use to the other Sons in Seniority of Age.

— **To the Use** and Behoof of the fourth, fifth, sixth, and all and every other the Son and Sons of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten, either born in his Life-time or after his Decease, severally, successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his Body lawfully issuing, being always to be preferred and to take before the Younger of them, and the Heirs Male of his Body lawfully issuing; (*and in Default of such Issue Male*)

Use to the Daughters as Tenants in Common, or if but one Daughter, to her and her Heirs.

— **To the Use** and Behoof of all and every the Daughter and Daughters of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten, equally to be divided between them Share and Share alike, to take as Tenants in Common and not as Jointenants, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing; and if there be more such Daughters as aforesaid than one, and one or more of them shall die without Issue of her or their Bodies

Bodies issuing, then and so often, as to the Part and Parts of such Daughter or Daughters so respectively dying without Issue as aforesaid, the same shall from Time to Time respectively go and remain to the Use of the Survivors or Survivor, or others of them, as Tenants in Common and not as Jointenants, and of the Heirs of their several Bodies issuing; **And** if all such Daughters as aforesaid but one, shall die without Issue of their Bodies, Or if there shall be but one such Daughter, then to the Use of such only Daughter, and the Heirs of her Body lawfully issuing; (and for Default of such Issue, then)

Use to the Wife's last Will or Appointment.

— **To the Use** and Behoof of such Person and Persons, Use and Uses, Estate and Estates, and subject to such Provisoes, Limitations and Agreements, as she the said M. K. (Party hereto) notwithstanding her intended Coverture, and whether Covert or Discover, shall by any Deed or Deeds, Writing or Writings to be by her sealed and delivered in the Presence of three or more Credible Witnesses, or by her last Will and Testament in Writing, or by any Writing purporting to be her last Will, to be by her duly executed in the Presence of the like Number of Witnesses (which Deed, Writing or Will, she the said M. K. is hereby, and by the said J. E. her intended Husband, enabled and empowered to make) give, direct, limit or appoint; (**And** until such Gift, Direction, Limitation or Appointment shall be made, and until such Estate and Estates so limited, directed or appointed, shall respectively commence and take Effect, and as such Estate and Estates so limited, directed or appointed shall respectively end and determine; and as to such Part or Parts thereof, whereof no such Direction, Limitation or Appointment shall be made, then as to the said Messuage, &c. (Part of the Premises.)

Use to the Wife's (or Husband's, or other Person's) right Heirs for ever.

— **To the Use** and Behoof of the right Heirs of her (him) the said M. K. (Party hereto) for ever; (and then as to the said Messuage, &c. another Part of the Premises.)

Use to Trustees for — Years upon several Trusts.

— **To the Use** of the said J. S. and C. P. their Executors, Administrators and Assigns, for and during, and until the full End and Term of — Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon the Trusts, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same Term; (and from and after the Determination of the said Term of — Years, and subject thereunto, and to the Trusts thereof)

Use to the Wife's Brother (after the Determination of — Years) and his Heirs for ever.

— **To the Use** of — (eldest Son of W. K. Brother of her the said M. K. Party hereto) his Heirs and Assigns for ever; (**And** as for and concerning the said Term of — Years herein before limited to them the said J. S. and C. P. their Executors, Administrators and Assigns as aforesaid; **It is** hereby agreed and declared by all the Parties to these Presents, that the same Estate and Term was and is to them so limited upon the Trusts, Intents and Purposes, and subject to the Proviso herein after mentioned, expressed and declared of and concerning the same Term; (that is to say) **In Case** there shall be no such Issue as aforesaid of the said intended Marriage, or such Deed, Writing, Will or Disposition made of the said Premises comprised in the said Term of — Years by her the said M. K. by Virtue of the Power aforesaid.)

The Trustees (if no Issue of the intended Marriage, and no Disposition by the Wife's Will made of the Premises comprised in the said Term) to mortgage, sell, &c. subject to the Annuity of — l. and raise Money for — and — upon the Contingency of the Trust.

— **Upon** this special Trust, that they the said J. S. and C. P. (the Trustees) and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of the said Premises so to them limited for the said Term of — Years as aforesaid, by Leasing, Mortgaging, Sale, or other

Disposition thereof, or of the Premises comprised therein, or of any Part thereof, as shall be by them the said Trustees, or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, thought fit and convenient, (**Subject** nevertheless to the Payment of the said Annuity of — l. a Year to the said M. K. Widow, and her Assigns, during her natural Life, in Manner as aforesaid) levy and raise the Sum of — of lawful Money of, &c. to and for the only Use and Behoof of R. R. Wife of J. R. and Sister of her the said M. K. (Party to these Presents, if then living, but not otherwise); and also of the further Sum of — of like lawful Money, to and for the only Use and Benefit of — Niece of her the said M. K. (Party hereto) and Sister of the said — (if then living, but not otherwise); the said several Sums of — a-piece so payable to them the said R. R. and — upon the Contingency and by Virtue of the Trust aforesaid, to be paid to them respectively within — Months next after he the said — (*the Wife's Brother,*) shall be in the actual Possession of the said Messuage, &c. so to him made by Virtue of the Limitation thereof upon the Contingency aforesaid; Provided, &c. (Vide Tit. **Provisoes.**)

Trust for the intended Wife till married.

— **In Trust** for her the said M. K. Party hereto, her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage; (*and from and after the Solemnization thereof*)

Trust for the intended Husband to receive the Rents, &c. of Leasehold Premises, for so much of the Term as he shall live.

— **In Trust**, (*or say Upon special Trust* and Confidence in them the said D. E. and M. N. and either of them reposed) that they permit and suffer the said J. E. and his Assigns, to have and receive the Rents, Issues and Profits of the said hereby assigned Leasehold Premises, (*or say*, of all and singular the said Premises, without rendering any Account for the same) for and during so many Years of the said Term of — Years which are yet to come and unexpired, (*or say so many Years of the said Term unexpired*) as he shall happen to live; (*and from and immediately after his Decease*)

The like Trust for the intended Wife.

— **In Trust**, (*or Upon the like special Trust* and Confidence in them the said D. E. and M. N. and either of them reposed, that they the said D. E. and M. N. and the Survivor of them, and his and their, and either of their Executors, Administrators and Assigns shall likewise) to permit, &c. (*as above mutatis mutandis*); (*and from and immediately after the Death of the Survivor of them the said J. E. and M. K. his intended Wife*)

Trust for first Son to enjoy Leasehold Premises.

— **In Trust** to permit and suffer the Rents, Issues and Profits of the said hereby assigned Leasehold Premises, to be had, received and enjoyed by the first Son of the said J. E. on the Body of the said M. K. his intended Wife to be begotten, until such Son shall attain his said Age of 21 Years, then in Trust for such first Son, his Executors, Administrators and Assigns, for the Rest and Residue of the said Term of — Years; (*but in case such first Son shall happen to die before his Age of 21 Years, then*)

Trust for second or other Son in Priority of Birth to enjoy the same.

— **In Trust** for the second and all other the Sons of the said J. E. on the Body of the said M. K. his intended Wife, to be begotten, successively as they shall be in Priority of Birth, until the Elder of such Sons shall respectively attain his and their Age of 21 Years: **Provided always**, that in case any of such Sons shall attain his Age of 21 Years, then **In Trust**, and to the Intent and Purpose, that the intire and absolute Interest of the said Term shall vest in such of the said Sons as shall first attain his said Age of 21 Years, and shall go to the Executors, Administrators and Assigns of such Son as shall first attain his said Age of 21 Years as aforesaid, during the Rest and Residue of the said Term of — Years therein, which shall be then to come and unexpired; (*and that in such Case the Limitation over the Trusts of the said — Years Term, to the Younger Sons and the subsequent Issue Male, and also the Daughters of the said Marriage shall be void and*

of no Effect; and in case there shall be no Issue Male of the said J. E. on the Body of the said M. K. (Party hereto) to be begotten, that shall attain his Age of 21 Years, that then and in such Case the said Leasehold Premises shall be)

Trust for all the Daughters to enjoy the same as Tenants in Common.

— **In Trust** for all and every of the Daughters of the said J. E. on the Body of the said M. K. his intended Wife to be begotten, for the Residue of the said Term of — Years, such Daughters to take Share and Share alike as Tenants in Common, and not as Jointenants: **Provided also**, that if any of the Daughters should die before the Age of 21 Years unmarried, that then and so often the Share or Shares of her or them so dying shall go to the surviving Daughter or Daughters for the Residue of the said Term of — Years; such surviving Daughters to take Share and Share alike as Tenants in Common, and not as Jointenants; *(and in case there shall be no Daughter of the said intended Marriage, or in case there shall be one or more such Daughters, and all of them shall die under the Age of 21 Years and unmarried, then)*

To the Disposition of the Wife's Will or Deed.

— **The Trust** and Benefit of the said Leasehold Premises shall be and remain for such Person or Persons, upon such Conditions, Manner and Form, or to, for or upon such Trusts, Intents and Purposes, as she the said M. K. (Party hereto) (notwithstanding her Coverture, or whether Covert or Discover) shall by any such her Deed, Writing or last Will, to be by her so executed and testified in Manner as aforesaid, *(Vide ante)* give, dispose, limit, direct and appoint the same; *(and for want of such Gift, Disposition, Limitation, Direction and Appointment, then)*

Trust for the Wife's Executors, &c. (for the Remainder of the Term.)

— **In Trust** for the Executors, Administrators and Assigns of the said M. K. *(Party hereto)* for and during the Residue of the said Term of — Years, which shall be then to come and unexpired therein, and for and upon no other Trust, Intent or Purpose whatsoever.)

Trustees to pay to or permit the intended Wife to receive the Produce of Stocks, Annuities, &c. Money put out, Estates, &c. during her Life, without being subject to the Control of her Husband.

— **Upon** (this further) **Trust**, that the said Trustees, or the Survivor of them, his Executors, Administrators and Assigns, (during the said intended Coverture between the said J. E. and M. K. his intended Wife, or during the said Term determinable as aforesaid) shall and will, from Time to Time, either pay to or permit, suffer *(and as far as they lawfully may authorise and empower)* her the said M. K. and her Assigns, (the same to be at her Election) to receive all the Interest, Dividends, Profits, and other Produce whatsoever to be had or made of the said Exchequer Annuities, South-Sea Stock and Annuities, Million Bank-Stock and Army Debentures so transferred to them the said — Trustees as aforesaid, *(or in case of a Sum of Money put out, &c. say, to receive the Interest and Produce of the said Sum of —) or if to receive the Profits of an Estate, say, of the said hereby (released and assigned Premises)* and every Part and Parcel thereof; the same to go and be to and for the sole, separate, personal and peculiar Use, Benefit and Dispose of her the said M. K. and her Assigns, during her Life, and not to be paid to the said J. E. her intended Husband, or as he shall appoint, but to be paid to the proper Hands of her the said M. K. his intended Wife, or to such other Person or Persons, as she, by any Note or Writing to be by her signed with her Name of her own proper Hand Writing, (notwithstanding her intended Coverture, and whether Covert or Discover) shall from Time to Time direct or appoint; and that the same, or any Part thereof, shall not in any wise be subject or liable to the Disposal, Intermeddling, Control, Engagements, Debts or Incumbrance of the said J. E. her intended Husband; and that the Receipt and Receipts of her the said M. K. Party hereto, signed by her proper Hand, (notwithstanding such her intended Coverture) or of such Person or Persons so by her appointed to receive the same as aforesaid, shall from Time to Time, and at all Times, be good and sufficient Discharges, as well to the said Trustees, their Executors, Administrators and Assigns, as also to all and every other Person or Persons who are or shall be liable to pay the same, or any

any Part thereof, for so much thereof as shall be by her or them thereby acknowledged to be so received; [and from and after the Death of the said M. K. (in case there shall be any Child or Children of the Body of the said J. E. on the Body of the said M. K. his intended Wife begotten, which shall be then living) then]

Another, for a Trustee to pay to a Wife, or her Order, the Rents and Profits of an Estate (during the Term granted) to her separate Use.

(In a Settlement after Marriage.)

— Upon this special Trust and Confidence, that he the said H. G. (the Trustee) his Executors, Administrators and Assigns, do and shall from Time, &c. hereafter, during the said Term, determinable as aforesaid, pay, apply and dispose of the Rents, Issues and Profits of the Premises, as the same shall from Time to Time arise and be received, unto such Person or Persons, and for such Uses and Purposes, and in such Parts and Proportions, Manner and Form, as she the said S. (the Wife) from Time to Time, notwithstanding her Coverture, shall by any Note or Writing under her Hand direct or appoint; and for want of such Direction or Appointment, then to the proper Hands of her the said S. or otherwise shall permit her to receive the same, to and for her own sole and separate Use and Benefit; and her Receipt or Receipts alone, notwithstanding her Coverture, shall be a sufficient Discharge from Time to Time, to the Person or Persons so paying the same, for so much thereof for which such Receipts shall be given, to the Intent that the same Rents, &c. or any Part thereof, may not be at the Disposal of, or subject or liable to the Control, Debts, Forfeitures or Engagements of the said D. W. but only to and for her own sole and separate Use, Benefit and Disposal, and to, for and upon no other Use, Trust, Intent or Purpose whatsoever.

The like during the Term granted, if the Husband lives so long.

— In Trust, that he the said D. E. his Executors and Administrators, do and shall, from Time to Time, during the said Term of 99 Years, if the said A. B. shall so long live, pay and apply all and singular the Rents, Issues and Profits of the said hereby demised Manors, Tenements and Premises, not to the said A. B. or as he shall appoint, but to the proper Hands of the said C. to the sole, proper, personal and peculiar Use of the said C. or to such Person and Persons, as the said C. shall from Time to Time, by any Writing, signed by her with her Name of her own Hand Writing, notwithstanding her Coverture, and as if she were sole and unmarried, direct or appoint, exclusive of the said A. B. who is to have no Power to dispose of, intermeddle with or incumber the said Manors, Lands or Premises, or the Rents, Issues and Profits thereof, and to and upon no other Trust or Confidence whatsoever, or otherwise howsoever.

Trustees to pay Annuities, Stocks, &c. and Produce thereof, and Produce of Estates amongst the Children, according to the intended Wife's last Will or Deed in Writing.

— Upon (this further) Trust, that they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, do and shall pay, apply and dispose of, assign over and transfer, as well all and singular the said Annuities, Stocks, and other Premises so transferred to them as aforesaid, as also all the Interest, Dividends, Profits, and other Produce (or Dispose of all and singular the said hereby (released and assigned) Monies and other the Premises, and of the Interest, Produce and Proceed to arise or be had or made thereof) unto and amongst such Child or Children which shall be then living, in such Parts, Shares and Proportions, and upon such Conditions, Manner and Form, as she the said M. K. (notwithstanding her intended Coverture, and whether Covert or Discover) shall by any (such) her Deed, Writing, or by her last Will and Testament to be by her duly (so) executed and testified in the Presence of three or more Credible Witnesses (in Manner as aforesaid) (which Deed, Writing or Will, she the said — is hereby, and by the said — her intended Husband enabled and impowered to make) give, dispose, limit, direct or appoint the same; (and for want of such Gift, Disposition, Limitation, Direction or Appointment, then the same)

Division amongst the Children, if no Will or Deed.

— **To** go and be equally divided between and amongst all and every such Children as shall be living at her Decease (if more than one) Part and Share alike, [And then the Interest or Produce of all and every such Child or Children's Part, shall from Time to Time, at the Direction of the said Trustees, be paid and applied for and towards the Education and Maintenance of such Child or Children, until their respective Parts and Portions of the said hereby *(released and assigned Monies and Premises)* shall become payable, which said Shares or Parts, of and in the said *(Monies and Premises)* to be paid, &c.] and to be paid them respectively in Manner as follows, (that is to say) to be paid to such of them as shall be a Son or Sons, at his or their Age or respective Ages of 21 Years (if he or they shall live so long) and unto such of them as shall be a Daughter or Daughters, at her or their Age or Ages of 18 (21) Years, or Days of Marriage, which shall respectively first happen (if she or they live so long); **But** if any of the said Children die before their Parts or Shares of and in the said Annuities, Stocks, Monies, and other the Premises so transferred as aforesaid, [before their said Parts or Portions of and in the said *Monies and Premises*] shall become payable; then the Parts and Shares of him, her or them, so dying, with the Interest thereof, from the Death of the same Child or Children respectively, shall be paid to the Survivors or Survivor of such Child or Children, when and as their respective Parts or Shares shall or have become due and payable. *(And in Case there shall be no such Child or Children of the Body of the said M. K. by the said J. E. her intended Husband begotten, living at the Time of the Death of the said M. K. or in Case of there being such Child or Children, and all of them shall happen to die before any of their Parts or Portions shall become due and payable, then, and from thenceforth, and in either of the said Cases)*

Trustees to permit the Husband (if living) to receive the Produce of Annuities, &c. or Estates, &c. during his Life.

— **Upon** (this further) **Trust**, that they the said Trustees, or the Survivor of them, his Heirs, Executors, Administrators or Assigns, *(in Case the said J. E. shall survive and outlive the said M. K. his intended Wife)* shall and do pay, or else permit and suffer him the said J. E. and his Assigns, to receive the Interest, Profits and Produce from thenceforth to arise or be had or made of all and singular the said Annuities, Stocks, and other the Premises so transferred as aforesaid, [or of all and singular the said hereby *released and assigned Monies and Premises*] during his natural Life only, to and for his and their own Use and Benefit, *(And from and immediately after the Death of him the said J. E. then)*

If no Issue of the intended Marriage, the Premises (except — 1. Stock) to be assigned for the Use of the Survivor of the intended Husband and Wife, and the Executors, Administrators or Assigns of such Survivor.

— **Upon** this further **Trust**, in Case of no such Issue of the said intended Marriage that shall live to be intitled to the said Annuities, Stocks, and other the Premises so transferred as aforesaid, by Virtue of the Limitations, or any of them herein before made of the same Premises; that then the same Premises *(Except the Sum of — Capital Stock, Part thereof herein after by the said M. K. to be given and disposed of, if she shall so think fit)* (Vid. Tit. **Provisoes**) to go and be transferred and assigned to and for the only Use and Benefit of the Survivor of them the said J. E. and M. his intended Wife, and of the Executors, Administrators or Assigns of such Survivor; and to, for and upon no other Trust, Intent or Purpose whatsoever.

That Trustees may dispose of Monies arising by Sale of Annuities, Stocks, &c. (Vid. Proviso for the Sale Tit. Provisoes) to the Use of the intended Husband and Wife, or as they by their joint Deed shall direct.

— **And upon** this further **Trust**, that they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, (by and with such joint Consent of them the said J. E. and M. K. to be so testified as aforesaid, but not otherwise) shall and do pay and dispose of all and every the Sum and Sums of Money arising by such Sale or Sales of the said Annuities, Stocks, and other the Premises (subject in Manner as aforesaid)

to them the said *J. E.* and *M. K.* (Party hereto) to and for their own Use and Benefit, or else shall and do apply, pay and dispose of the same, to and for such Uses, Intents and Purposes, and in such Manner, as they the said *J. E.* and *M. K.* by any such their joint Deed to be by them so executed and attested as aforesaid, shall limit, direct or appoint, touching and concerning the same; any thing herein before contained to the contrary thereof in any wise notwithstanding.

That Trustees at the Decease of the intended Husband shall transfer Stock, and pay Money, to his Children according to his Will, or for want of a Will, equally amongst them.

— Upon further Trust, that they the said *C.* and *D.* and the Survivor of them, his Executors and Administrators, shall assign over, or transfer and pay as well the said 100*l.* South Sea Annuity Stock as the said 500*l.* (if the same shall become payable) and the Dividends and Interest which shall be thereon due at the Decease of the said *B.* to and amongst all such Child or Children of the said *B.* on the Body of the said *A.* his intended Wife to be begotten, as shall be living, or *in Ventre sa Mere* at the Time of the Decease of the said *B.* in such Shares and Proportions, as the said *B.* shall by his last Will and Testament in Writing under his Hand and Seal, to be attested by three or more credible Witnesses, direct, limit and appoint, (*And for Want of such Direction, Limitation or Appointment*) to and amongst all the Children of the said *B.* on the Body of the said *A.* as shall be living, or *in Ventre sa Mere*, at the Time of his Death, equally, and Share and Share alike. (*And in Default of such Issue living, or in Ventre sa Mere, at the Time of the Death of the said B. then*)

That the intended Wife (if she survives her Husband, and he leaves her without Issue) shall have the Produce and Interest of Stocks and Money.

— Upon this further Trust, that they the said *C.* and *P.* (*the Trustees*) and the Survivor of them, his Executors and Administrators shall permit and suffer, and as far as they lawfully may, authorise her the said *A.* (in Case she shall happen to survive the said *B.* and the said *B.* shall happen to die without Issue between him and the said *A.* to be begotten, living or *in Ventre sa Mere* at the Time of his Death) for and during the Term of her natural Life to receive the Dividends, Interest and Profits as well of the said 100*l.* South Sea Annuity Stock, as also of the said 500*l.* so secured as aforesaid, in case the same shall become payable, (*And from and after her Decease*)

That the Executors or Administrators of the intended Husband shall have Stocks, Monies, &c.

— Upon further Trust, that the said *C.* and *D.* (*the Trustees*) and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall transfer and pay as well the said 100*l.* South Sea Annuity Stock, as also the said 500*l.* in case the same shall become payable, and the Dividends, Interest and Produce thereof respectively to the Executors or Administrators of the said *B.* any thing herein before contained to the contrary thereof in any wise notwithstanding.

Use of a personal Estate to Trustees (with Power for them to sue, receive and discharge, &c.) upon several Trusts.

— To the Use of the said Trustees, their Executors and Administrators, from henceforth, as and for their own proper Monies, Goods and Chattels for ever; and to which they are hereby intended to have a legal Right, Interest and Property; and that in as full, large, ample and beneficial Manner to all Intents, Constructions and Purposes whatsoever, as she the said *A. C.* could or might have had, held, recovered and received the same, in Case these Presents had not been made; together with full Power and Authority for them the said Trustees, and the Survivor of them, his Executors or Administrators in his and their own Names, or in the Names of them the said *G. G.* and *A. C.* his intended Wife, or either of them, to demand, sue for, recover, receive, release and discharge all and every such Securities and Debts, Part of the herein before assigned Premises, which are now due, or which in any wise belong to her the said *A. C.* and that as fully, effectually and absolutely to all Intents and Purposes whatsoever, as they the said *G. G.* and *A. C.* his

C. his intended Wife, or either of them, could or might do if personally present, and as if these Presents had not been made; *Nevertheless* to, for and upon the several Trusts, Intents and Purposes; *And subject* to the Proviso herein after mentioned, expressed and declared, of and concerning the same.

That the Trustees shall sell the intended Wife's personal Estate by her Consent.

— **Upon Trust**, that they the said Trustees shall and do, as soon as conveniently may be after the said Marriage, (by and with the Consent of her the said A. C.) notwithstanding her intended Coverture, and as if she were a Feme sole (such Consent to be signified by any Writing under her Hand and Seal, testified by two or more credible Witnesses) absolutely to sell and dispose of all and singular the hereby assigned saleable personal Estate of her the said A. C. in the best Manner, and for the most Money that can be got for the same. (*And from and immediately after such Sale, then*)

Trustees to apply Monies arising by Sale of the intended Wife's personal Estate, upon Securities or in a Purchase, and occasionally to call in and new place out the Monies.

— **Upon** this further **Trust**, that they the said Trustees and the Survivor of them, his Executors, Administrators and Assigns, by and with the Consent of the said A. C. testified, &c. shall and do, as soon as conveniently may be, put and place out as well all the Monies arising by such Sale, as also all Monies now due on any Securities, and also all Debts belonging to the hereby assigned personal Estate of her the said A. C. when and as the same shall be by them the said Trustees got in and received; as likewise the said Sum of 100*l.* so paid to them by the said G. G. as aforesaid, upon one or more good and sufficient Security or Securities either real or personal, or else in some publick Bank Stock or Fund, and in such Manner as they the said Trustees, by and with such Consent testified, &c. shall think fit, *Together* with full Power for the said Trustees, by and with such Consent testified, &c. to call in and new place out the said Monies, or any Part thereof, as Occasion may require; so as the best annual Interest, Produce or Profit be made thereof, as conveniently can or may be without lessening the Principal.

Use to the intended Wife's Father till the Marriage.

— **To the Use** and Behoof of the said J. G. and his Heirs, until the said intended Marriage between the said J. B. and C. G. shall be had and solemnized. (*And from and after the Solemnization thereof*)

Use to the intended Wife's Father during his Life.

— **To the Use** and Behoof of the said J. G. and his Assigns, for and during the Term of his natural Life. (*And from and after his Decease,*)

That the Trustees shall receive Rents, &c. and pay the same to the Wife during the Husband's Life, notwithstanding the Coverture, or the Bankruptcy of the Husband. Vid. Marriage Settlement.

— **Upon** this further **Trust** and Confidence, that they the said T. H. H. B. junior, their Executors, Administrators and Assigns, do and shall from Time to Time receive the Rents, Issues and Profits of the Premises, and pay, apply and dispose of the same during the natural Life of the said J. B. (*the Husband*) into the proper Hands of the said C. G. or to such Person or Persons as she alone, and without her Husband, notwithstanding her Coverture, or the Bankruptcy of her said Husband, shall, by any Writing or Writings under her Hand, from Time to Time direct and appoint for her sole and separate Use, and to be at her separate Disposal, not subject or liable to the Power or Control of the said J. B. or to his Debts or Disposal; and for which her Receipt alone, notwithstanding her Coverture, or such Bankruptcy of her Husband as aforesaid, shall from Time to Time be a sufficient Discharge. (*And from and after the Decease of the said C. G. in Case the said J. B. shall be then living, and shall have been a Bankrupt*)

And

And after the Wife's Death, then to such others as would be intitled if both Husband and Wife were dead, &c.

— Upon this further **Trust**, to pay the Rents, Issues and Profits of the Premises during the Life of the said *J. B.* to such Person or Persons as would be intitled to the same, by Virtue of these Presents, in Case the said *J. B.* and *C. G.* were both dead; and from and after the Decease of the said *J. B.* the said Term of 99 Years shall cease and be void; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding.

Use as before conveyed, till Marriage.

— To and for such **Uses**, Intents and Purposes, as the same Hereditaments and Premises now stand conveyed and settled, until the Solemnization of the said intended Marriage.

Use that the Wife's Mother shall receive a Rent-Charge during her Life.

— To the **Use**, Intent and Purpose, that the said *E. H.* (the intended Wife's Mother) and her Assigns, shall and may out of all and singular the said hereby limited Hereditaments and Premises in the said County of — during her Life, have, perceive and take to her and their own Use, the before mentioned yearly Rent-Charge or yearly Sum of 80*l.* of, &c. free and clear and without any Deduction or Abatement, for or in Respect of any Parliamentary or other Taxes or Charges whatsoever, to be paid by quarterly Payments at or in the four most usual Feasts, &c. the first Payment to begin, &c. and all the said Payments to be made at —

On Non-payment of Rent-Charge to distrain.

— And to this further **Use**, Intent and Purpose, that in Case it shall happen that the said yearly Rent-Charge or yearly Sum of 80*l.* per Annum, or any Part thereof, shall at any Time be behind or unpaid by the Space of 20 Days next over or after any of the said Feast-Days on which the same ought to be paid to the said *E. H.* as aforesaid, that then and so often it shall and may be lawful to and for the said *E. H.* and her Assigns, into all and singular the said hereby limited Messuages, &c. in, &c. and into every or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found, to lead, drive, carry away and impound, and the same in Pound to detain and keep, or otherwise dispose of the same, as the Law shall allow, until the said yearly Rent-Charge or yearly Sum of 80*l.* and all Arrears thereof, and all Costs and Damages to be sustained by reason of the Non-payment thereof, according to the true Intent and Meaning of these Presents, shall be fully paid and satisfied.

To re-enter on Non-payment of a Rent-Charge.

— And also to this further **Use**, Intent and Purpose, that in Case the said yearly Rent-Charge or yearly Sum of 80*l.* or any Part thereof, shall be behind and unpaid by the Space of 40 Days next over or after any of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid, that then, and in such Case, it shall and may be lawful to and for the said *E. H.* or her Assigns, (although no Demand shall have been made thereof, by or on the Behalf of the said *E. H.* of the said Rent-Charge, or of any Arrear thereof) into all and singular the said hereby limited Messuages, &c. in, &c. hereby made chargeable therewith; and into every or any Part thereof to enter and take and receive the Rents, Issues and Profits thereof, and of every Part thereof, to her and their own Use and Benefit, until thereby or therewith, or otherwise, she and they shall be fully paid and satisfied all the Arrears of the said yearly Rent-Charge, or yearly Sum of 80*l.* which shall incur or might have incurred; and all Losses, Costs, Expences and Damages which she or they shall be put unto or sustain, by reason of the Non-payment thereof, at the Times herein before mentioned for Payment thereof.

That out of the Profits of Premises limited to Trustees for a Term of 100 Years (subject to an Annuity of 80l. per Ann. to the Wife's Mother during the joint Lives of Husband and Wife) 100l. per Ann. shall be paid to the Wife's separate Use.

— **Upon Trust**, that the said J. E. and W. W. and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of all and singular the same Hereditaments and Appurtenances so limited to them for the said Term of 100 Years as aforesaid (subject to the said Annuity of 80l. per Annum payable to the said E. H. and to the said Term of 99 Years in Part of the said Premises, for securing Payment of the said 80l. per Ann. in Manner as aforesaid, during the joint Lives of the said W. N. Party hereto, and the said M. his intended Wife) levy, pay and dispose of the yearly Sum of 100l. of, &c. free and clear of and from all and all Manner of Taxes, Charges and Deductions whatsoever, already imposed or hereafter to be imposed by Act of Parliament, or otherwise howsoever, to the separate Hands of the said M. H. to and for her sole and separate Use, or to such Person or Persons, and for such Use and Uses, Intents and Purposes as the said M. H. alone and without the said W. N. (Party hereto) her intended Husband, notwithstanding her Coverture, by any Writing or Writings under her Hand and Seal, shall from Time to Time direct or appoint by quarterly Payments, at the four most usual Feasts, &c. which said yearly Sum of 100l. is hereby intended and agreed to be applied and disposed, to and to the sole, peculiar and separate Use of the said M. H. and for her Apparel and Ornaments, or otherwise as she shall think fit, and not to be subject to the Control, Debts, Engagements or Intermeddling of the said W. N. (Party hereto) her intended Husband; and the Receipt, &c. (*As in a Term limited to Trustees*).

That the Husband shall receive the Rents, &c. during the joint Lives of Husband and Wife, after Payment of an Annuity to the separate Use of the Wife.

— **And also upon Trust**, to permit and suffer the said W. N. Party hereto, and his Assigns, to receive all the Rents, Issues and Profits of the Premises so limited to them the said J. E. and W. W. for the said Term of 100 Years, which shall not be applied by them to the Payment of the said yearly Sum of 100l. payable as aforesaid, and of the Costs and Charges of the said J. E. and W. W. their Executors, &c. upon Account thereof, as the same shall accrue and arise from Time to Time during the joint Lives of the said W. N. (Party hereto) and M. H. his intended Wife, according to the Limitations herein mentioned and expressed.

Use to the first Son of the Wife lawfully issuing, (for Default of Issue by the now intended Husband).

— **To the Use** and Behoof of the first Son of the Body of the said M. H. lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue,

To the second, third, fourth, &c. Son of the Wife lawfully issuing.

— **To the Use** and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of the Body of the said M. H. lawfully to be begotten, severally, successively, and in Remainder, &c. and in Default of such Issue,

To her Daughters as Tenants in Common.

— **To the Use** and Behoof of all and every the Daughter and Daughters of the said M. H. lawfully to be begotten, equally to be divided, &c.

Use to the Wife's Mother, her Heirs and Assigns for ever, or to her last Will or Appointment, in Lieu of a Rent-Charge.

— **To the only Use** and Behoof of the said *E. H.* her Heirs and Assigns for ever, or to such Person or Persons, his, her or their Heirs, as she the said *E. H.* by any Writing under her Hand and Seal, or by her last Will, to be attested by three or more credible Witnesses, shall nominate or appoint; the same to be in Lieu and Stead of the said Rent-Charge of 80 l. *per Ann.* herein before limited and secured to her the said *E. H.* as aforesaid; any Thing herein before contained, &c.

Trust for younger Sons and Daughters to receive Rents, &c. as Tenants in Common; or if only one Son, or one or more Daughters, the Trustees to convey the Premises to the Use of such Son, or to the Use of such Daughters, as Tenants in Common.

— **In Trust**, that they the said Trustees, and the Survivor of them and his Heirs, do and shall permit and suffer such younger Son and Sons, Daughter and Daughters, and their respective Heirs, to take and receive the Rents, Issues and Profits of the said — to his, her and their own Use and Uses, in equal Proportions, Share and Share alike, as Tenants in Common only, and not as Jointenants: *And in Case there shall be no such younger Children, Son or Sons, Daughter or Daughters, but only one Son living of the said Marriage at the Time of the Death of them the said W. N. the Younger, and M. his intended Wife; or in Case there shall be no such Issue Male by the said Marriage, and only one or more Daughter or Daughters,* that then and in either of the said Cases they the said Trustees, and the Survivor of them and his Heirs, do and shall, or upon the Request and at the proper Costs and Charges of such only Son or his Heirs, or such Daughter or Daughters, or her or their respective Heirs, convey and assure the said — unto or to the Use of, or in Trust for such one only Son and his Heirs for ever; *And in Default of such Issue Male by such Marriage,* then to such Daughter or Daughters, and her and their Heirs for ever, Share and Share alike; such Daughters to take as Tenants in Common, and not as Jointenants.

Use to the Father for Life, Remainder to the Mother for Life, Remainder to the Son for Life, Remainder to the Son's Wife for Life, Remainder to Trustees and their Heirs, subject to the same Trusts before limited.

— **To the Use** of the said *W. N.* the Elder, for his Life, the Remainder to the Use of the said *M. N.* for her Life, the Remainder to the Use of the said *W. N.* the Younger, for his Life, the Remainder to the Use of the said *M. H.* for her Life, the Remainder to the Use of the said *G. H.* and *W. P. W.* and their Heirs; **Subject** to the same Trusts, and to the same Intents and Purposes, as are herein before declared touching the Inheritance of the said Freehold Close, &c.

That Trustees shall transfer and assign Monies, and the Securities for the same, &c. to such Persons, &c. as the intended Wife by Deed or Will shall appoint.

Upon (this further) Trust, that they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, shall and do transfer and assign all and singular the hereby assigned Principal Monies so vested in them as aforesaid, and all Securities which now or at any Time hereafter shall be had or taken for the same, and all Interest Monies and other Produce then due and payable by Virtue thereof; to such Person or Persons, and in such Parts, Shares and Proportions, and upon such Conditions, Manner and Form, or to and for such Uses, Trusts, Intents and Purposes, as she the said *D. P.* (notwithstanding her intended Coverture, and as if she were a Feme Sole), shall by any (such) her Deed, Will, or last Will and Testament, to be by her so executed and testified, (in Manner as aforesaid) give dispose, direct, limit or appoint the same (as aforesaid).

Trustees to pay an Annuity to a Wife for her separate Use, notwithstanding her Coverture.

— **Upon Trust**, that they the said Sir J. C. and J. C. and the Survivor of them and his Heirs, shall, as he and they shall receive the same, pay over the said annual Sum of 100 l. to the proper Hands of the said T. B. or to such Person or Persons as she, notwithstanding her Coverture, shall direct or appoint for her personal and separate Use, where-with the said G. P. her intended Husband shall not intermeddle, or have any Power to receive, incumber or dispose of the same, or any Part thereof; and the Receipts the said T. shall give to such Person or Persons who from Time to Time shall pay the same, to be good and effectual Discharges both at Law and in Equity.

That the Trustees out of an Estate limited to the second Son, &c. shall pay the Wife a Rent-Charge during her Life.

— **To the Use**, Intent and Purpose, that the said B. H. Wife of the said Sir H. H. shall and may have, receive and take yearly and every Year, during the Time of her natural Life, the annual Sum or yearly Rent-Charge of 200 l. to be issuing and going out of all the said Capital Messuage, &c. hereby granted, or intended so to be, the said annual Sum or yearly Rent-Charge of 200 l. to be paid Half-yearly, at *Michaelmas* and *Lady-Day*, by equal Half-yearly Payments, without any Deduction or Abatement for or by reason of any Taxes, Assessments, or any other Impositions of any Kind assessed or imposed, or at any Time hereafter to be assessed or imposed on the said annual Sum of 200 l. by Authority of Parliament, or otherwise howsoever; the first Payment to be made on such of the said Feasts as shall next happen after the Death of the said Sir H. H. and to this further Use, Intent and Purpose, that if it shall happen the said yearly Sum or Rent-Charge of 200 l. or any Part thereof, shall be behind and unpaid by the Space of — Days, &c. (as in Provisoes in Annuities) and as, for, touching and concerning the said Capital Messuage, &c. so charged and chargeable with the said annual Sum of 200 l. as aforesaid, to the Use and Behoof of M. H. second Son of Sir H. H. and the Heirs Male of the Body of the said M. H. lawfully to be begotten; and for want of such Issue, charged and chargeable as aforesaid, to the Use and Behoof of the said Sir H. H. his Heirs and Assigns for ever.

Licence.

A Licence from a Steward to grant a Lease of Copyhold Lands.

*The Manor of the Prebendary of Islington, otherwise }
Isleden, in the County of Middlesex.*

*The Manor of Canbury, otherwise Cannonbury, in }
the County of Middlesex.*

BE it remembered, That the Lord of the said Manor, by *Knightley D'Anvers*, Esq; his Steward, this — Day of *November 1734*. out of Court granted Leave to Sir *W. H. Bart.* one of the Customary Tenants of the said Manor, to lease all those his Messuages, Lands and Tenements, with their Appurtenances, situate, lying and being within the said Manor, (to which he was admitted at a Court held for the said Manor on the 25th Day of *May*, which was in the Year of our Lord 1731.) to any Person or Persons whatsoever being willing to take the same, for and during and unto the full End and Term of 99 Years from *Michaelmas* next, or for any shorter Time; **Saving** always to the said Lord of the said Manor, and his Successors, all and all Manner of Fines, Rents, Services and Customs before due, and of Right accustomed to be paid; and for this Licence the said T. and J. have given to the said Lord for a Fine the Sum of — that is to say, — for every Year, according to the Custom of the said Manor.

A Li-

A Licence to exercise a Trade in a particular House for a Term of Years.

Whereas since the Executing of the within written Indenture of Assignment, R. C. of, &c. having intermarried with the within named C. A. he the said R. C. is now intitled to all Benefit and Advantage to be had, made or obtained by Virtue of all or any the Covenants, Conditions or Agreements in the said Indenture contained, to be paid and performed by the within named T. B. **And whereas** the said R. C. and T. B. have agreed in Manner as follows, (to wit) That he the said R. C. will give free Liberty and Licence unto the said T. B. to vend, sell and dispose of all Manner of Hosiery Goods and Wares in the within assigned Messuage, or Tenement and Premises, during the now Residue of the within assigned Term of 15 Years, in such Manner as he shall think fit, (notwithstanding the last within written Covenant contained to the contrary thereof); **And** that he the said T. B. in Consideration thereof, during the Residue of the said Term, will buy all such Hosiery Goods and Wares, to be by him so sold and disposed of, of P. G. of, &c. at the Market Price, in such Manner as herein after mentioned: **Now these Presents witness,** and the said R. C. (in Pursuance of his Part of the said Agreement, and for other good Considerations him moving) **Doth** for himself and the said C. his Wife, and for their respective Executors and Administrators, consent to, and by these Presents **Doth** give unto the said T. B. his Executors, Administrators and Assigns, full and free Leave, Liberty and Licence from henceforth, and at all Times, to vend, sell and dispose of all and all Manner of such Hosiery Goods, Wares and other Things, incident to and belonging to the said Trade or Business of a Hosier, at or in the said Messuage, or Tenement and Premises, for and during all the now Residue of the said Term of 15 Years, in such Manner as he or they shall think fit; any Covenant, Clause or Agreement in the within written Indenture contained to the contrary thereof notwithstanding: **In Consideration** of which Liberty and Licence so given as aforesaid, he the said T. B. (in Pursuance of his Part of the said Agreement, and for other good Considerations him moving) **Doth** for himself, his Executors and Administrators, by these Presents, covenant and agree to and with the said R. C. his Executors and Administrators, that he the said T. B. his Executors and Administrators, shall and will from henceforth, during all the now Residue of the said Term of 15 Years, buy of him the said P. G. of, &c. all and all Manner of such Hosiery Goods, Wares and other Things incident and belonging to the said Hosier's Trade or Business, as shall be by him the said T. B. so sold and disposed of at the said Messuage, so as the same be by him sold at the common Market Price as aforesaid.

Livery of Seisin. (a)

Livery by Feoffor to Feoffee.

It is remembered, That this — Day of — in the Year of our Lord — peaceable and quiet Possession and Seisin of the said Messuage and Lands, and other the Premises in this Deed contained, was delivered by the within named R. R. to the within named J. F. according to the Form and Effect of this Deed, in the Presence of us whose Names are hereunto subscribed.

Livery by two Attornies named in the Deed.

— Was taken, had and delivered by J. J. and F. F. the Attornies within named, to the within named R. C. according to the Tenor and true Meaning of this present Indenture, in the Presence of —

Another, by one.

— Of all and singular the Lands, &c. within granted, or mentioned to be granted, was taken and had by the within named J. F. for and in the Name of F. J. within mentioned,

(a) Vide Indorsements.

tioned, and afterwards was for and in the Name of the said *F. J.* delivered by the said *J. F.* unto the within named *R. C.* according to the Authority within given, to hold to him the said *R. C.* his Heirs and Assigns, according to the Form and Effect of this present Deed, in the Presence of us whose Names are hereunder written.

Another.

Memorandum, That upon the 27th Day of *December* within written, the within named *J. P.* by Virtue of the Letter of Attorney within contained, did for the within named *E. B.* as his Attorney, and in his Name into the Messuage or Tenement within mentioned to be granted, in the Name thereof and of all and singular the Closes, Lands and Hereditaments within mentioned to be granted, with their Appurtenances, enter, and full and peaceable Possession and Seisin thereof, for and in the Name of the Whole, for him the said *E. B.* and in his Name take, and afterwards full and peaceable Possession and Seisin thereof, for and in the Name of the Whole, for him the said *E. B.* and in his Name did deliver unto the within named *W. G.* to hold to him, his Heirs and Assigns for ever, according to the Purport, Tenure, Effect, Intent and true Meaning of the within written Indenture, and of the said Letter of Attorney therein contained, in the Presence of

J. P.

T. S.
R. H.
P. G.
B. F.

Memorandum, That upon the Day and Year abovesaid the within named *T. E.* did attorn Tenant to the Grant within mentioned, by the Payment of 6 *d.* to the within named *W. G.* in the Name of Seisin thereof, in the Presence of

T. S.
P. G.
B. F.

Livery and Attornment together.

BE it remembered, That on the — peaceable and quiet Possession and Seisin of the, &c. within specified, was taken and had and delivered by the Attorney within named, to the within named *R. C.* according to the Tenor and true Meaning of this present Indenture; and likewise the Day and Year abovesaid, *A. B. C. D.* and *E. F.* being Tenants of the Premises by several Leases to them made of their respective Tenancies, did severally attorn Tenants to the said *R. C.* according to this present Grant, whereof they and every of them had full and perfect Notice at the Time of their said respective Attornments; all which was done in the Presence of the Persons whose Names are hereunto subscribed.

Memorials.

A Lease for a Year.

A Memorial to be registered, pursuant to an Act of Parliament made in the 7th Year Preamble. of her late Majesty Queen *Anne*, intituled, An Act for the publick Registering of Deeds, Conveyances, Wills, and other Incumbrances which shall be made, or that may affect any Honours, Manors, Lands, Tenements or Hereditaments within the County of *Middlesex*, after the 29th Day of *September* 1709.

Or the Preamble may be shorter thus:

A Memorial to be registered, pursuant to an Act of Parliament made and passed for the publick Registering of Deeds, &c. relating to Estates within the County of *Middlesex*.

OF an Indenture, bearing Date the — Day of — in the — Year of the *A. and B.* Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great* Britain, *France* and *Ireland* King, Defender of the Faith, &c. and in the Year of half an Hour past — in our

the Forenoon
of the —
Day of —
upon the Af-
fidavit of W.
by T. Jones,
Register.

our Lord— made between J. A. of — of the one Part, and R. R. of — of the other Part, purporting to be a Lease for a Year, to vest the Possession of and concerning All that Messuage or Tenement, with the Appurtenances, situate, lying and being in — in the said County of *Middlesex*, late in the Tenure and Occupation of — called or known by the Name of — and all Buildings, Yards, Gardens, Backsides, Ways, Easements, Profits, Commodities and Appurtenances whatsoever, to the said Premises belonging, or in any wise appertaining, or accepted, reputed or known as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises; **Which** said Indenture of Lease is witnessed by T. A. of — in the Parish of — in the County of — Esq; and J. W. of — Gent. And is hereby required to be registered, pursuant to the said Act by me the said J. A. the Grantor. **As witness** my Hand and Seal the — Day of — 1740.

Signed and sealed in the Presence of

A. B.
C. D.

J. A.

Of a Release.

A Memorial to be registered, pursuant to, &c. (as before.)

A. and R.
Registered at
half an Hour
past — in
the Forenoon
of the —
Day of —
1740. upon
the Oath of
Williams, by
T. J. Regi-
ster.

An Indenture dated the — made between J. A. of — of the one Part, and R. R. of — of the other Part, purporting to be a Release of all and singular the same Premises mentioned in a Lease for a Year, bearing Date the Day before the Day of the Date of the said Release, and made between the said J. A. of the one Part, and the said R. R. of the other Part; a Memorial of which is registered at the same Time herewith; which Indenture of Release is witnessed by T. A. of — Esq; and J. W. of — Gent. and is hereby required to be registered by me the said J. A. the Grantor in the said Indenture of Lease. **As witness** my Hand and Seal this — Day of —

Signed and sealed in the Presence of

J. A.

The Conclusion of a Memorial where the Parties executed the Deeds at several Times.

— **Which** said Indenture *Quadripartite*, as to the Execution thereof by the said J. J. is witnessed by O. M. of, &c. and J. B. of, &c. as to the Execution thereof by the said J. is witnessed by J. B. G. B. of, &c. and W. S. of, &c. and as to the Execution thereof by the said T. is witnessed by W. S. of, &c. the said O. M. and J. M. of, &c. a Memorial whereof is hereby required to be registered, pursuant to the said Act of Parliament by me the said Sir T. W. the Grantee in the said Indenture. **As witness** my Hand and Seal this 10th Day of *June* in the Year of our Lord one Thousand, &c.

Signed and sealed in the Presence of

Of a Bargain and Sale to be inrolled.

A Memorial, &c. (as before.)

A. and R.
Registered,
&c. (as be-
fore.)

An Indenture dated the — made between J. A. of — of the one Part, and R. R. of — of the other Part, purporting a Deed of Bargain and Sale to be inrolled of and concerning the same Premises mentioned in a Lease for a Year, bearing Date the Day next before the Day of the Date of the said Indenture of Bargain and Sale, (or as the Date is) and made between the said J. A. of the one Part, and the said R. R. of the other Part; a Memorial whereof is registered at the same Time herewith (or as the Time is) which Indenture of Bargain and Sale is witnessed by T. A. of — and J. W. of — and is hereby required to be registered by me the said J. A. the Grantor in the said Deed of Bargain and Sale mentioned. **As witness** my Hand and Seal this — Day of —

Signed, &c.

J. A.

Of a Lease for Years.

A Memorial, &c. (*as before.*)

AN Indenture of Lease, bearing Date the — made between *W. C.* of — of the one Part, and *J. C.* of — of the other Part, whereby the said *W. C.* for the Considerations therein mentioned, did demise to the said *J. C.* All that — situate, lying and being — abutting — now in the Tenure or Occupation of the said *J. C.* **To hold** for the Term of — Years, to commence from — at the yearly Rent of — *l.* of good and lawful Money of Great Britain; which said Indenture of Lease is witnessed by — and is hereby required to be registered, pursuant to the said Act, by me the said *J. C.* the Lessee in the said Indenture. **As witness, &c.** (*as before.*)

Signed, &c. (*as before.*)

J. C.

Of a Mortgage for Years.

A Memorial, &c.

AN Indenture of Mortgage, dated the — made between *W. D.* of — of the one Part, and *J. W.* of — of the other Part; whereby the said *W. D.* for and in Consideration of — *l.* demised unto the said *J. W.* All that — situate and being in — and called or known by the Name of — now in the Tenure of — **To hold** unto the said *J. W.* for the Term of — Years; **Subject nevertheless** to a Proviso, That the same shall be void on Payment of the Sum of — *l.* and lawful Interest for the same, on the — Day of — 1742, **Which** said Indenture of Mortgage is witnessed by — and is hereby required to be Registered, pursuant to the said Act of Parliament, by me the said *W. D.* the Grantor in the said Deed. **As witness, &c.**

Signed, &c.

W. D.

The Form in the East-Riding of York.

A Memorial to be Registered in the Office at *Beverley* in the *East-Riding* of the County of *York*, pursuant to an Act of Parliament made in the sixth Year of the Reign of her late Majesty Queen *Anne*, for Registering Deeds, Conveyances and Wills, and other Incumbrances which shall be made of, or that may affect any Manors, Lands, Tenements and Hereditaments in the *East-Riding* of the County of *York*, after the 29th Day of *September* 1708.

AN Indenture (*Purport and Declaration of Trust touching the said 2000*l.* and Interest*) bearing Date the 27th Day of *February* now last past, and made between *R. W.* of, &c. of the one Part, and *E. W.* of, &c. (*Mother of the said R. W.*) of the other Part; Reciting, &c.

In the West-Riding.

A Memorial to be Registered in the Office at *Wakefield* in the *West-Riding* of the County of *York*, pursuant to an Act of Parliament made in the second Year of the Reign of her late Majesty Queen *Anne*, for Registering all Deeds, Conveyances and Wills, that shall be made of any Honors, Manors, Lands, Tenements or Hereditaments, within the *West-Riding* of the County of *York*, after the 29th Day of *September* 1704.

BE it remembered, That an Indenture of Bargain and Sale for a Year, bearing Date the 14th Day of *May* now last past, and made between, &c.

A Memorial of an Indorsement.

A Memorial, &c.

OF a Deed Poll bearing even Date herewith, and written upon the Back of an Indenture Tripartite of Mortgage, bearing Date the 3d Day of *July* 1748, between
S. B.

S. B. of, &c. of the first Part, M. C. of, &c. of the second Part, and J. B. of, &c. of the third Part; *Whereby* (after reciting, as therein expressed, and for the Consideration of 2000*l.* therein mentioned to be paid by the Right Honourable H. Earl of S. to the Honourable R. M. Esq; and Lady A. T. his Wife, and the Right Honourable G. H. Earl of L.) by the Direction and Appointment of the said R. M. Esq; and the Lady T. his Wife, (testified as therein mentioned) and also the said R. M. and Lady A. T. his Wife, and every of them, *Did* (amongst other Things) assign and set over unto H. Earl of S. **The Piece** or Parcel of Ground, with the Messuages or Tenements and Buildings thereupon built, being the same Premises comprised in the said Indenture *Tripartite*, (a Memorial whereof shall be duly registered on the — Day of — 17—, Lib. —. N^o —;) **Subject nevertheless** to such Equity of Redemption, as in the said Indorsement; bearing even Date herewith is mentioned; **Which** same Indorsement was sealed and delivered by the said Earl of L. R. M. and Lady T. and is Witnessed by, &c. **And** is hereby required to be Registered, pursuant to the said Act, by me the said R. M. **As witness** my Hand and Seal this — Day of — 17—.

Signed and Sealed by the above named
R. M. in the Presence of

Another, a Shorter.

A Memorial, &c. (as before.)

E. and V.
Registered,
&c.

AN Indorsement, dated the — Day of — made from J. E. of — and W. V. of — on the Back of a Mortgage Deed, dated the — and made between the said J. E. of the one Part, and the said W. V. of the other Part, of and concerning All that — situate and being in — now in the Tenure or Occupation of J. D. **Which** said Indorsement is witnessed by J. C. of — and R. W. of — and is hereby required to be registered by me the said J. E. the Grantor: **As witness**, &c.

Signed, &c.

J. E.

Of a Will.

A Memorial, &c.

F. and L.
Registered,
&c.

A Will, dated the — made by J. F. of — of and concerning All that Messuage and Tenement in — late in the Tenure and Occupation of G. L. (*or if the Words of the Will be general, then say*) of and concerning all the Lands, Tenements or Hereditaments which the said J. F. died possessed of in the County of — **Which** said Will is witnessed by J. G. of — and F. W. of — and E. F. of — **This Memorial** therefore is desired to be Registered, pursuant to the abovesaid Act, by me E. L. one of the Devises in the said Will mentioned: **As witness**, &c.

Signed, &c.

E. L.

Of a Judgment.

A Memorial, &c.

G. and W.
Registered,
&c.

BETWEEN T. W. Gent. Plaintiff, and W. G. late of the Parish of — in the County of — Esq; Defendant, of a Plea of Debt for 100*l.* for Costs 63*s.*

I do hereby certify, that Judgment was signed in this Cause the — Day of —
Samuel Clarke.

In the King's Bench.

J. G. of — maketh Oath, That he saw S. C. Esq; the Secondary of the Court of King's Bench, sign the Certificate of the Judgment in the Memorial above-mentioned.

Sworn the — Day of — before —

J. G.

In the Common Pleas.

— That he saw George Cooke, Esq; Chief Prothonotary of the Court of Common Pleas, sign the Certificate in the Memorial above-mentioned: Or,

— That

— That he saw — *Thompson*, Esq; second Prothonotary of the Court of Common Pleas, sign, &c. Or,

— That he saw *John Borrett*, Esq; one of the Prothonotaries of the Court of Common Pleas, sign, &c.

In the Exchequer.

— That he saw *T. M.* Esq; Clerk of the Pleas of the Court of Exchequer, sign, &c.

Of a Statute.

A Memorial, &c.

W. H. of the Parish of — in the County of — Gent. at the City of *Bristol*, in the County of *Somerset*, before *J. G.* Mayor, and *J. W.* Clerk, acknowledged himself to owe *W. A.* of the Parish of — in the County of — Esq; in — l. the — Day of —

I do hereby certify, That the Statute above-mentioned was inrolled the — Day of — *T. M.*

J. M. Clerk to Mr. *W. N.* of — Gent. maketh Oath, That he saw Sir *T. M.* Clerk of the Statutes, sign the Certificate above-mentioned.

Sworn the — Day of — before —

J. M.

Of a Recognizance in Chancery.

A Memorial, &c.

R. J. of the Parish of — in the County of — Esq; before the Lord the King in his Chancery, acknowledged himself to owe *G. P.* of — Merchant, — l. dated the — Day of —

I do hereby certify, That the Recognizance above-mentioned, was inrolled in the High Court of Chancery the — Day of —

By *T. J.*

W. V. Clerk to Mr. *J. T.* of — maketh Oath, That he saw Mr. *T. J.* sworn Clerk, to execute the Office of Inrolment in the High Court of Chancery, for the County of *Middlesex*, sign the Certificate above-mentioned.

Sworn the — Day of — before *J. P.*

W. V.

A Certificate of Mortgage Money being paid.

To the Register for the County of *Middlesex*.

I *J. W.* of — do hereby certify, That *W. D.* of — hath paid and satisfied all such Sum and Sums of Money as were due and owing upon a Mortgage made by the said *W. D.* to me, bearing Date the — Day of — and registered at — of the Clock — upon the in the Forenoon of the — Day of — following, in full Discharge of the same: And I do hereby require an Entry of such Payment and Satisfaction to be made pursuant to the Act of Parliament in that Case made and provided: As witness my Hand this — Day of —

Attested by *W. M.* of — *J. H.* of —

J. W.

The Entry of the said Certificate.

Memorandum, That upon the Certificate of the within-named *J. W.* dated the — Day of — proved by the Oaths of *W. M.* of — and *J. H.* of — that all Monies due on the within-mentioned Mortgage, is fully paid and certified in Discharge of the same; this Entry in Discharge thereof is made pursuant to the said Act of Parliament, this — Day of —

By the Statute 7 Anne, a Memorial of all Deeds and Conveyances, and Wills and Devises in Writing, made after the 29th of September 1709. to effect any Honours, Manors, Lands, Tenements or Hereditaments in Middlesex, is to be registered, or shall be adjudged fraudulent and void against any subsequent Purchaser or Mortgagee for valuable Considerations; and no Judgment, Statute or Recognisance (other than in the Name, and upon Account of his Majesty) obtain after that Day, to effect any Honours, &c. in Middlesex, but only from the Time of entering the Memorial at the Register's Office.

Where there are more Deeds than one to a perfect Conveyance or Security, the Parcels and Places where they lie, need only be mentioned in one Memorial, and the others refer to that.

The Act requires only the Dates, Persons Names, Additions, Parcels, Witnesses Names, and their Additions and Places of Abode, to be contained in the Memorial, but 'tis usual to make a short Recital.

These Memorials are to be on Vellum or Parchment; some have them on double Six-penny Stamp; others without a Stamp; the Register receives both, and to be signed and sealed in common Form by one of the Grantors or Grantees, his or their Executors, Administrators, Guardians or Trustees, attested by two Witnesses; and one of the Witnesses to the Deed must be a Witness to the Memorial, who is to make Oath of the due Execution of both before the Register, and also produce the Deed, Grant, or Will at the same Time.

The Memorial, Certificate and Affidavit of a Judgment, Statute or Recognisance, is written on one Piece of Parchment, with a double Six-penny Stamp. *Qu.* If the Stamp is necessary?

The Memorials are to be left in the Office, and after they are registered, the Register certifies the same upon the Back of the Deed, which Certificate is Evidence in Courts of Record.

Upon Certificates of Mortgage Money paid (where the Memorial is registered) and signed by the Mortgagee, his Executors, Administrators or Assigns, attested by two Witnesses, and Oath that the Money is paid, and of signing the Certificate, the Register to make an Entry thereof in the Margin of the Register-Book against the Registry of the Memorial, and to file the Certificate. This Certificate should be upon Parchment (without a Stamp.)

The Act requires the Office Hours to be from nine till twelve, and from two till Five every Day, except Sundays and Holy-days.

Mortgages.

A Mortgage, &c. by Lease and Release of Freehold, Copyhold Premises, an Estate for Life, and a Legacy for securing Money lent, and Interest, &c.

<p>Release.</p> <p>Parties.</p> <p>Consideration.</p> <p>Lease for a Year.</p> <p>Parcels.</p> <p>Habendum.</p> <p>Subject to Proviso, &c.</p> <p>Further Consideration, &c.</p> <p>Proviso, &c.</p>	<p>THIS Indenture made, &c. Between Sir A. B. of, &c. (Son and Heir of, &c. deceased) and Dame A. B. his Wife, (Niece of — deceased) of the one Part, and the Honourable C. of, &c. D. of, &c. and E. of, &c. (the same C. D. and E. being Executors and Trustees appointed in and by the last Will and Testament of — for the Benefit of the three Infant Children of the said —) of the other Part, Witnesseth, that for and in Consideration of the Sum of 6000 l. of, &c. to the said A. in Hand well and truly lent and paid by the said C. D. and E. at or before the Sealing and Delivery of these Presents, (being Part of the Assets and Trust-Estate late of the said —) the Receipt and Payment of which said Sum of 6000 l. the said Sir A. doth hereby acknowledge, and thereof, &c. he the said Sir A. hath granted, bargained, sold, remised, released, aliened and confirmed, and by these Presents Doth grant, &c. unto the said C. D. and E. (in their actual, &c.) and to their Heirs and Assigns, All that, &c. and the Reversion, &c. and also all the Estate, &c. To have and to hold, &c. all and singular other the Premises hereby granted, released and conveyed, or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said C. D. and E. their Heirs and Assigns, to the Use and behoof of the said C. D. and E. their Heirs and Assigns for ever; Subject nevertheless to the several Provisoes herein after contained concerning the same: And this Indenture further witnesseth, that for the better securing the Payment of the said Principal Sum of 6000 l. and Interest for the same, unto the said C. D. and E. their Executors, Administrators and Assigns, according to the true Intent and Meaning of these Presents, the said Sir A. for himself, &c. doth covenant, &c. (Covenant to surrender Copyhold Lands, &c.) Provided always, and these Presents are upon this express Condition, that if the said Sir A. his Heirs, Executors, Administrators and Assigns, or any of them, do and shall well</p>
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well and truly pay, or cause to be paid unto the said C. D. and E. their Executors, Administrators or Assigns, the full and just Sum of 6300 l. of lawful Money of Great Britain, in Manner following; (that is to say) The Sum of 150 l. Part thereof upon the — Day of — next ensuing the Day of the Date of these Presents, and the Sum of 6150 l. Residue, and in full Payment and Satisfaction of the said Sum of 6300 l. upon the — Day of — which shall be in the Year, &c. both the said Payments to be made at or in the common dining Hall of *Grays Inn* in the County of *Middlesex*, without any Abatement, &c. that then these Presents, and every Article, Clause and Thing herein contained, and the said Surrender so covenanted to be made as aforesaid, shall cease, determine, and be utterly void and of none Effect, to all Intents and Purposes whatsoever; any Thing, &c. *And, &c. Covenants, &c. to pay, &c. good Right, &c. to release and surrender, &c. in case of Default Mortgagees to enter and enjoy, &c. free from Incumbrances; further Assurance: Provided always,* that in case the said Sir A. shall happen to depart this Life before the said Principal Sum of 6000 l. and all Interest which shall incur or grow due for the same, shall be by him fully paid and satisfied to the said C. D. and E. their Executors, Administrators or Assigns, according to the true Intent and Meaning of the said Proviso or Condition herein before contained, or in case the Interest of the said Principal Sum of 6000 l. shall happen at any Time hereafter to be in Arrear and unpaid for the Space of two Years; that then and in either of the said Cases so happening, the said C. D. and E. and the Survivors and Survivor of them, or the Heirs or Assigns of the Survivor of them, shall and may, and are hereby fully authorised and impowered by one or more Sale or Sales absolutely to sell and convey and surrender the said Manor, Hereditaments, and all and singular other the said respective Premises, with their and every of their Rights, Members and Appurtenances, and the Inheritance of the same, to such Purchaser or Purchasers, as they or any or either of them can procure to buy the same; and out of the Monies arising by such Sale or Sales, and the Rents, Issues and Profits of the said Manors, Hereditaments and Premises, until such Sale or Sales, shall in the first Place deduct and take to themselves the said Principal Sum of 6000 l. and all the Interest which shall be then due for the same, and all the reasonable Costs, Charges and Expences in Relation to the same; and from and after such Deductions so made as aforesaid, in Trust as to the Surplus of the Monies arising by such Sale or Sales (if any such Surplus there shall be) for the only Use and Behoof of the said Sir A. his Heirs, Executors or Administrators, and to the Intent that such Purchaser or Purchasers of all or any Part or Parts of the said Manor, Hereditaments and Premises, shall have a clear and undoubted Title to the same; it is hereby agreed and declared, that the Receipt or Acquittance to be given by the said C. D. and E. or the Survivors or Survivor of them, or the Heirs, Executors, Administrators or Assigns of the Survivor of them, shall be a good and sufficient Discharge both in Law and Equity, unto such Purchaser or Purchasers, for all such Monies which he or they shall pay upon the Account of such Purchase or Purchases, unto the said C. D. and E. or any of them, or unto the Heirs, Executors or Administrators of the Survivor of them; and that such Purchaser or Purchasers, or the Purchase or Purchases to be made in Pursuance of these Presents, shall in no Sort be liable or responsible for the Misapplication of any of the Monies which shall be *bona fide* paid by such Purchaser or Purchasers, to the said C. D. and E. or any of them, or their or any of their Heirs, Executors, Administrators or Assigns, upon the Account of such Purchase or Purchases, and, &c. (Covenant from Sir A. not to cut Timber, &c. during the Mortgage, except for necessary Repairs; further Security for said 6000 l. and Interest, by Demise of other Premises, wherein Sir A. has an Estate for Life only, the same being settled on his Marriage with said Dame A. B. his Wife :) **And this Indenture further witnesseth,** that for the farther and better securing the Payment of the said Principal Sum of 6000 l. together with the Interest thereof, according to the true Intent and Meaning of these Presents; and also for and in Consideration of the Sum of 5 s. of good *British* Money to the said Sir A. in Hand paid by the said C. D. and E. at, &c. the Receipt, &c. he the said Sir A. hath granted, bargained, sold and demised, and by these Presents **Doth, &c.** unto the said C. D. and E. their, &c. **All that, &c.** (the Premises in Y.) **To have and to hold** the said Manor, Hereditaments and Premises herein before mentioned to be situate, lying and being in the said County of Y. and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. and E. their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of 99 Years, from thence next ensuing and fully to be compleat and ended (without Impeachment of or for any Manner of Waste) if the said A. shall so long live; **yielding and paying** therefore during the said Term of 99 Years (determinable as aforesaid)

Then the Release, &c. and surrender to be void.

A Proviso, that if Sir A. dies before the 6000 l. Principal Money paid, or in case of two Years Arrear of Interest, &c.

then Mortgagees to have Power to sell all Premises, &c. and take the Principal and Interest,

and Overplus to go to the Mortgagor, &c.

the Receipts of the Mortgagees to Purchasers, &c. to be good.

Mortgage to ed, **Subject nevertheless** to the Proviso of Redemption herein before contained; and
 enjoy, &c. it is hereby declared and agreed by and between the said C. D. and E. and the said Sir A.
 until Default, that until Default be made in Payment of the said Sum of 6000*l.* or some Part thereof,
 &c. contrary to the true Meaning of the said Proviso or Condition, they the said C. D. and E.
 their Heirs, Executors, Administrators and Assigns, shall and will permit and suffer the
 said A. his Heirs and Assigns, to receive and take all the Rents, Issues and Profits, of all
 and every the said respective Manors, Hereditaments and Premises, without the Let or
 Interruption of them the said C. D. and E. or of any of them, their or any of their
 Heirs, Executors, Administrators or Assigns, and without any Account to be made or
 given to them, or any of them, for or concerning the same: **And whereas** F. by his
 last Will, &c. did (among, &c.) give, &c. unto his Niece the said Dame A. B. 5000*l.*
 to be put out by such Trustees as she should think fit to nominate, and in their Names for
 her only and separate Use, during her natural Life; and after her Death, to her Children
 equally divided amongst them, excepting an eldest Son, whom the said Testator by
 his said Will intirely excluded from any Part of it; it is the said Testator's Intent and
 Meaning, being by the said Will declared to be, that the said 5000*l.* should not be charge-
 able with any Debts or Demands upon her Husband, or that he should not have any
 Right or Title to any Part of it, but that her Receipt should be a sufficient Discharge for
 the Interest or Product of the whole, or any Part thereof; and if she died without Chil-
 dren, to go to his the said Testator's Executor and his Heirs; and after several pecuniary
 Legacies thereby given, all the Rest and Residue of his Real and Personal Estate he the
 said Testator did give to his Nephew G. whom he made sole Executor: **And whereas**
 sometime after the making the said Will the said F. died, after whose Death the said G.
 did on, &c. duly proved, &c. **And whereas** by Indenture *Quadripartite*, bearing Date,
 &c. between H. of the first Part, the said D. A. B. of the second Part, the said G. of the
 third Part, and the said D. and M. of the fourth Part, (after reciting, &c.) for and in
 Consideration of the said Sum or Legacy of 5000*l.* of, &c. paid by the said G. by the
 Direction and Appointment of the said D. A. B. (testified as therein mentioned) and of the
 Sum of 5*s.* of like Money to the said H. paid by the said D. and M. the said H. at the
 Nomination, and by the Direction and Appointment of the said D. A. B. (testified as
 therein mentioned) Did grant and demise unto the said D. and M. All that, &c. **To**
hold unto the said D. and M. their Executors, Administrators and Assigns, from the Day
 next before the Day of the Date thereof, for and during the Term of 1000 Years from
 thence next ensuing, and fully to be compleat and ended, without Impeachment of or for
 any Manner of Waste, at and under the yearly Rent of one Pepper-corn only, if the same
 should be lawfully demanded, in which said Indenture there is a Proviso contained for the
 making void the same upon Payment by the said H. his Heirs, Executors, Administrators
 or Assigns, unto the said D. and M. their Executors, Administrators or Assigns, of the
 Sum of 5250*l.* of lawful Money, at the Place and upon the several Days and Times
 therein limited and appointed for the Payment thereof, and now past, (subject nevertheless
 to the Trusts, Devises over, and Contingency mentioned and expressed in the said last in
 Part recited Will of and concerning the said Legacy of 5000*l.* thereby given, and the
 Interest thereof) as by the said Indenture may appear: **And whereas** the said D. A. B.
 hath agreed with the said H. to sink and lessen the Interest of the said 5000*l.* by him secu-
 red in Trust for her as aforesaid, and to accept of Interest for the same for the future, after
 the Rate of 4*l.* 10*s.* per Cent. per Ann. from the, &c. **And whereas** by an Indorsement,
 bearing Date the — Day of this Instant Month of *March*, written on the Back of the
 said in Part recited Indenture of Mortgage, the said M. in Pursuance and Performance of,
 and in Obedience to a certain Decree therein mentioned to be made and pronounced by his
 Honour the Master of the Rolls, and for the Considerations therein expressed, did by the
 Direction of the said D. A. B. (testified as therein mentioned) remise, release, assign and
 confirm the said Manor, &c. unto the said D. his Executors, Administrators and Assigns,
 from thenceforth, for and during all the Rest and Residue of the said Term of 1000 Years
 therein then to come and unexpired, (subject nevertheless to the Trusts, Devises over, and
 Contingencies mentioned and expressed to the said last herein in Part recited Will of and
 concerning the said Legacy of 5000*l.* and the Interest thereof) as by the said Indorsement
 (Relation being thereunto had) may more fully appear: **Now this Indenture further**
witnesseth, that for the better securing the due Payment of the Interest of the said Sum
 of 6000*l.* so lent and paid to the said A. by the said C. D. and E. as aforesaid, so long as
 she the said D. A. B. shall happen to live, in case the said Principal Sum of 6000*l.* so lent
 to the said A. as aforesaid, and all Interest which shall incur due for the same, shall not be
 sooner

Mortgagor to
 enjoy, &c.
 until Default,
 &c.

Recitals of
 Will, where-
 by 5000*l.* and
 Interest, given
 for the sepa-
 rate Use of
 Dame A. B.
 &c.

Testator's
 Death.
 A Security for
 the same to
 two Trustees
 for the Lady.

Agreement
 touching Re-
 ducing Inte-
 rest from 5*l.*
 to 4*l.* 10*s.*
 per Cent.

Release from
 one of the
 Trustees to
 the other, &c.

Further Secu-
 rity for Pay-
 ment of Inte-
 rest of the said
 6000*l.*

sooner paid off and discharged, she the said *D. A. B.* hath directed and appointed, and by these Presents **Doth** direct and appoint that the said *H.* his Executors, Administrators and Assigns, from Time to Time, so long as she the said *D. A. B.* shall happen to live (in case the said Principal Sum of 6000 *l.* so lent to the said *A.* as aforesaid, and all the Interest which shall incur due for the same, shall not be sooner paid off and discharged) shall from Time to Time receive, apply and pay all the Interest which shall incur and grow due from the said *H.* his Heirs, Executors, Administrators or Assigns, for or in Respect of the said 5000 *l.* so lent to him as aforesaid, towards the Paying and Discharging of the Interest of the said Principal Sum of 6000 *l.* so lent to and hereby secured by the said *A.* as aforesaid; **And** she the said *D. A. B.* doth hereby agree and declare, that the Receipts from Time to Time to be given by the said *D.*'s Executors, Administrators or Assigns, to the said *H.* his Heirs, Executors, Administrators or Assigns, for the Interest of the said Principal Sum of 5000 *l.* shall be as good and valid, as if the said *D. A. B.* had joined in the same. **In Witness, &c.**

Direction from the Lady to the Mortgagor, of the 5000 *l.* &c. to pay the Interest for the 6000 *l.* (in case not paid) during her Life, &c. The Receipts for the Interest of the 5000 *l.* to be good, &c.

*Mortgage for securing the Sum of 1000 *l.* and Interest, where a Bond and Warrant of Attorney was before given.*

THIS Indenture, &c. Between Sir *T. S. S.* of, &c. Bart. of the one Part, and *W. P. W.* of, &c. Esq; of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 1000 *l.* of, &c. to the said Sir *T. S. S.* in Hand paid by the said *W. P. W.* at or before the Sealing and Delivery hereof, the Receipt whereof the said Sir *T. S. S.* doth hereby acknowledge, and thereof acquit the said *W. P. W.* he the said Sir *T. S. S.* hath granted, bargained, sold and demised, and by these Presents **Doth, &c.** unto the said *W. P. W.* **All** and singular the Freehold Manors, &c. of him the said Sir *T. S. S.* or of any other Person or Persons **In Trust** for him in the County of *W.* and *H.* or either of them, and the Reversion, &c. **To have and to hold** the same Premises, with the Appurtenances, unto the said *W. P. W.* his, &c. from the Day next before the Day of the Date hereof, for and during, and unto the full End and Term of 2000 Years, from hence next ensuing, and fully to be compleat and ended, without Impeachment of Waste: **Provided** that if the said Sir *T. S. S.* his Heirs, Executors, Administrators or Assigns, do and shall pay, or cause to be paid unto the said *W. P. W.* his Executors, Administrators or Assigns, at or in the common dining Hall of *Gray's Inn* aforesaid, upon — next ensuing the Date hereof, the Sum of 1000 *l.* of, &c. with lawful Interest for the same, after the Rate of 5 *l.* per Cent. per Ann. without any Deduction or Abatement whatsoever, out of the same, by Reason of any Parliamentary, or other Taxes imposed or to be imposed, then these Presents, and every Thing herein contained, shall cease and be void; any Thing herein, &c. **And** the said Sir *T. S. S.* doth hereby for himself, &c. covenant with the said *W. P. W.* his, &c. that he the said Sir *T. S. S.* his Heirs, &c. or one of them, shall and will pay, or cause to be paid unto the said *W. P. W.* his Executors, Administrators or Assigns, the said Sum of 1000 *l.* with such Interest for the same as before mentioned, at the Place and Time aforesaid; **And** shall and will, within the Space of 10 Days next ensuing the Date hereof, surrender, or cause to be surrendered, all and singular the Copyhold Messuages, Farms, Lands, Tenements and Hereditaments, which he the said Sir *T. S. S.* holds of the Manor of *F.* in the said County of *H.* **To** the Use of the said *W. P. W.* his Heirs and Assigns, but subject to the said Proviso or Condition for Redemption thereof. **And lastly**, it is hereby declared, that until Default shall be made in Payment of the said Sum of 1000 *l.* and the Interest thereof, or some Part thereof, it shall be lawful for the said Sir *T. S. S.* his Heirs and Assigns, to hold and enjoy the said Premises, to his and their own Use, without any Disturbance by the said *W. P. W.* his Executors, Administrators and Assigns: **And whereas** the said Sir *T. S. S.* hath given one Warrant of Attorney, bearing even Date herewith, to confess one Judgment unto the said *W. P. W.* in the Sum of 2000 *l.* **Now it is hereby declared**, that the said Judgment and Warrant of Attorney for the same, is only intended to be as a Collateral Security for the Payments of the Sum of 1000 *l.* and the Interest thereof, in Manner as aforesaid, and to be void upon such Payments to be so made as aforesaid. **In Witness, &c.**

Mortgage in Fee of a Feme Covert's Estate.

THIS Indenture Tripartite, &c. Between *B.* of, &c. and *C.* his Wife, (which said *C.* was the eldest Daughter and Devisee of and under the last Will and Testament of *H.* late of, &c. deceased, and was late the Widow and Relict of *J.* late of, &c. also deceased)

deceased) of the first Part, *F.* of, &c. (Conusee in the Fine after recited) of the second Part, and *D.* of, &c. of the third Part. **Whereas** for Barring of all Estates Tail and Remainders on the Messuage, &c. Tithes herein after mentioned, to the End and Intent, they the said *B.* and *C.* his Wife might, by Way of Mortgage thereof, be enabled to borrow on the same Hereditaments and Premises, of and from the said *D.* the Sum of 500*l.* and for that Purpose to settle, convey and assure the same, unto and to the Use of her the said *D.* her Heirs and Assigns, as and for a Security for the Repayment thereof, unto her, her Executors, Administrators and Assigns, with Interest, as herein after mentioned; and to the End and Intent, that after the Repayment thereof, with Interest, all and every the same Premises may be settled and assured, or otherwise be and remain unto and upon such Uses, Intents and Purposes, as are herein after expressed and declared concerning the same; and for other good Considerations them the said *B.* and *C.* his Wife severally moving, they the said *B.* and *C.* his Wife did in *Hillary* Term now last past, before the Day of the Date hereof, in his Majesty's Court of Common Pleas at *Westminster*, in due Form of Law, acknowledge and levy unto the said *F.* and his Heirs, one Fine *sur Conu- fance*, &c. with Proclamations thereupon had, of all and singular the before mentioned, and herein after granted and released Hereditaments and Premises, by the Names of, &c. as by the Records of the Court of Common Pleas at *Westminster*, Relation, &c. **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 500*l.* of, &c. to the said *B.* and *C.* in Hand well and truly paid by the said *D.* at or, &c. the Receipt, &c. and for divers, &c. they the said *B.* and *C.* his Wife did grant, bargain, sell, assign, release and confirm unto *D.* (to her actual Possession, &c.) All that Messuage, &c. (*several Parcels of Land*, &c.) and all Manner of Tithes of Corn, Grain, Hay, Wood, Wool and Lamb, and all other Great and Predial Tithes whatsoever, arising, coming, growing or renewing out of all and singular the said Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby released, and out of every or any Part or Parcel thereof; and also all Houses, Outhouses, &c. all and singular which said Messuages, &c. being lately legally come to and vested in the said *H.* and his Heirs, he the said *H.* did in and by his last Will and Testament, give and devise the same unto her the said *C.* (by the Name of, &c.) and to her Heirs and Assigns, as therein is mentioned; and all and singular other the Freehold Messuages, Lands, Tithes and Hereditaments whatsoever, of them the said *B.* and *C.* his Wife, situate in, &c. and which in and by the said Will of the said *H.* were given or devised, or intended so to be, unto the said *C.* and her Heirs as abovementioned, and the Reversion, &c. and all the Estate, &c. of *B.* and *C.* and also all and every the Deeds, Writings, Escripts, Evidences and Muniments whatsoever, touching or in any wise concerning the Premises, or any Part thereof, now in the Custody or Possession of the said *B.* and *C.* his Wife, or any other Person or Persons in Trust for him, her or them, or which he, she or they can or may come by or procure without Suit in Law or Equity; **To have and to hold** the said Premises unto and to the Use of the said *D.* her Heirs and Assigns for ever; **And** for the Considerations aforesaid, and for the Ends, Intents and Purposes above mentioned, it is hereby mutually covenanted, declared and agreed by and between all the said Parties to these Presents, and their true Intent and Meaning is, that the said Fine so as aforesaid, or in any other Manner had and levied, and all and every other Fine and Fines, and other Assurances in the Law whatsoever, already had, made, levied, suffered or executed, or which at any Time or Times hereafter shall be had, made, levied, suffered or executed of the said hereby granted and recited Messuages, Tithes, &c. or any Part thereof, (except before excepted) by or between the said Parties to these Presents, any or either of them, or whereunto they, any or either of them shall be Parties, either alone or jointly with any other Parties, or any other Messuages, &c. as for and concerning the said herein before granted and recited Hereditaments and Premises, shall be and enure, and shall be adjudged, deemed, construed and taken, and was and were at the Time and Times of the Levying, Suffering and Executing thereof, meant and intended to be and enure to and for the only proper Use and Behoof of the said *D.* her Heirs and Assigns for ever, subject nevertheless to the Proviso herein after contained; (that is to say) **Provided always**, and upon Condition nevertheless, and it is hereby agreed and declared by and between all and every the said Parties, and the true Intent and Meaning of them, and of these Presents is and are, that if they the said *B.* and *C.* his Wife, or either of them, &c. (*two Days for Payment of 520*l.* as usual*, &c.) that then and from thenceforth the Use and Estate herein before limited to the said *D.* and her Heirs, of and in the said Premises, shall cease, determine and be absolutely void, to all Intents and Purposes whatsoever; and that then and from thenceforth the said Messuages, &c. and Premises, and the Estate herein and hereby granted and conveyed to the said *D.* her

her Heirs and Assigns, of and in the same Hereditaments and Premises, and also the said Fine so levied of the same as aforesaid, and the further Execution thereof, and all and every other Fine and Fines, Recovery and Recoveries, Conveyance and other Assurances as aforesaid, as to, for and concerning the said herein before mentioned and intended to be hereby granted and released Messuages, &c. and other the Premises, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, **To the Use** and Behoof of such Person and Persons, and for such Estate and Estates, Trusts, Intents and Purposes, upon such Condition, and in such Manner and Form, as they the said B. and C. his Wife, at any Time during their Joint Lives, shall by any Deed or Writing, to be by them duly executed in the Presence of two or more credible Witnesses, direct, limit or appoint the same Premises; and for want of such Direction, Limitation or Appointment, and until such Direction, Limitation or Appointment shall be made, and until such Estate and Estates so directed, limited or appointed, shall respectively commence and take Effect, and as such Estate or Estates so directed, limited or appointed, shall respectively end and determine, and as to such Part or Parts of the same Premises, whereof no such Direction, Limitation or Appointment shall be made, to the Use and Behoof of the said B. and C. and his Wife, for and during the Term of their two Joint natural Lives, and the Life of the longer Liver of them; and from and after the Decease of the said B. and C. his Wife, and the Survivor of them, then to the Use and Behoof of the right Heirs of the said C. for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever; **And** the said B. for himself, and for the said C. his Wife, and for his, her and their Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said D. her Executors, &c. by these Presents, that they the said B. and C. his Wife, or one of them, their or one of their Heirs, &c. shall and will well and truly, &c. (To pay the Money, &c.) viz. That they, or one of them, seised, &c. **Further Covenants.** good Right, quiet Enjoyment, on Default, free from Incumbrances, &c. other than and except one Indenture of Mortgage, bearing Date — made of Parcel of the said Premises, by the said H. to one A. of, &c. for the Term of 1000 Years, defeasible on Payment of the Sum of — in Manner as therein mentioned; the Remainder of which said Term is by Indenture **Exceptions.** Quadripartite, bearing even Date herewith, and made or mentioned to be made between the said A. of the first Part, the said B. and C. his Wife of the second Part, the said D. of the third Part, and E. of, &c. of the fourth Part, assigned or intended to be assigned to the said E. his Executors, &c. in Trust for the said D. his Heirs and Assigns, to attend, wait upon and go along with the Reversion, or Remainder and Inheritance of the same Premises hereby conveyed (*inter alia*) to the End to protect and preserve the same from mesne Incumbrances, if any such there be, (subject nevertheless to the Proviso of Redemption herein before mentioned); **And also except, &c.** (another Mortgage to another Person of other Part of the Premises, and assigned in like Manner to the same Trustee by another Quadripartite Indenture; **And also except** one Annuity or Yearly Sum of 5*l.* charged on and payable Quarterly out of the said Hereditaments and Premises hereby granted unto — during the Term of his natural Life, in and by the said Will of the said H. as therein mentioned.

A Mortgage by Demise, reciting a former Mortgage of the same Premises to another Person.

THIS Indenture, made, &c. Between J. W. of, &c. of the one Part, and G. C. of, &c. of the other Part. **Whereas** by Indenture of Mortgage, &c. (*Recital of a Mortgage of the Premises by Demise to H. J. for 500 Years, in Consideration of 800*l.* see Title Recitals*): **And whereas** the said intire Principal Sum of 880*l.* together with a considerable Arrear of Interest remains due to the said H. J. and the said G. C. for the supplying the present Occasions of the said J. W. hath agreed to advance and lend to him the Sum of 600*l.* on the Security of the same Manor, &c. **Now this Indenture witnesseth,** that for and in Consideration of, &c. the Receipt, &c. and for divers, &c. **Declarations.** **He** the said J. W. **Doth** hereby declare and agree, that the said Manor, &c. and Premises herein after mentioned to be thereby granted and demised, shall for and during the Rest, Residue and Remainder of the said Term of 500 Years yet to come and unexpired, as well stand and be a Security for the said Sum of 600*l.* so advanced and paid to him the said J. W. by the said G. C. as aforesaid, with Interest for the same at the Rate of, &c. as for the said Sum of 880*l.* so due to the said H. J. and the Interest thereof. **And this Indenture further witnesseth,** that for and in Consideration of the said Sum of 600*l.* so paid to the said J. W. as aforesaid, he the said J. W. **hath** granted, bargained, sold, demised

mised and to Farm letten, and, &c. **Doth**, &c. unto the said G. C. his Executors, &c. **All**, &c. **To have and to hold**, &c. **Yielding**, &c. (*And Covenants as usual, with Exception of the recited Mortgage*). **In Witness**, &c.

By Lease for Years, in Pursuance of a Power reserved in a Settlement, which was before executed in Part.

THIS Indenture, made, &c. **Between** J. Lord W. of the one Part, and J. F. of — of the other Part. **Whereas** in and by Indenture, &c. (*Reciting the Settlement to the End of the Uses*) **In** which said Indenture is contained a Proviso in these or the like Words, (to wit) **Provided**, &c. (*to mortgage by Deed for 300 Years, or for any lesser Term, upon Trust to raise any Sum not exceeding 4000 l.*) as by, &c. **Now this Indenture witnesseth**, that the said J. Lord W. for and in Consideration of the Sum of 1000 l. of, &c. in Hand, &c. by the said J. F. at and before, &c. the Receipt, &c. and for divers, &c. **He** the said J. Lord W. by Virtue of the said Power, and all other Powers enabling him in this Behalf, and as fully as he may or can by Law or Equity, **hath** granted, leased, demised, set and to Farm letten, and by this present Indenture in Writing, attested by three credible Persons whose Names are hereon indorsed as Witnesses hereunto, **Doth** grant, &c. unto the said J. F. his Executors, &c. **All**, &c. and the Reversion, &c. and all the Estate, &c. Power and Equity of Redemption of the said J. Lord W. in and to the same; **To have and to hold** the said, &c. unto the said J. F. his Executors, &c. from henceforth, for and during and unto the full End and Term of 290 Years, fully to be completed and ended; **Yielding and paying** therefore yearly and every Year during the said Term unto the said J. Lord W. his Heirs and Assigns, the Rent of one Pepper-Corn only, if the same shall be lawfully demanded: **Provided**, &c. (*the Proviso of Redemption*) And, &c. (*Covenant to pay the Money, that notwithstanding any Act, &c. (except, &c.) the Mortgagor has Power to grant, that after Default of Payment the Mortgagee shall enter and enjoy, (except, &c.) free from Incumbrances, (Except Mortgage by Lease for 200 Years for securing 1000 l. and Interest, assigned by Order of Chancery by said B. Lord W. to P. N. and V. W. for securing a Sum of Money and Interest, in Trust for, &c. pursuant to a Decree) and that the Mortgagor will keep down the Interest of the said Sum, so as it don't prejudice the Security to J. F. for further Assurance. And lastly, the said J. F. for himself, his Executors, &c. doth covenant, &c. to and with the said J. Lord W. his Heirs, &c. by these Presents, that until there shall be a Failure in Payment of the said Sum of — or some Part thereof, contrary to the true Intent and Meaning of the above written Proviso or Covenant, it shall and may be lawful to and for the said J. Lord W. his Heirs and Assigns, to receive the Rents, Issues and Profits of the said, &c. to his and their Use and Uses, without any Account to be had or given for the same (a).* **In Witness**, &c.

Another, in Pursuance of the Power in a Settlement, wherein was a Covenant to suffer a Common Recovery.

THIS Indenture, made, &c. **Between** H. B. of, &c. and D. his Wife, (which said D. is the only Daughter and Heir of H. M. Bart. deceased) of the one Part, and J. M. of, &c. of the other Part. **Whereas**, &c. (*Recital of the Settlement, with a Covenant to suffer a Recovery to the End of the Uses*) **In** which said Indenture of Release is also contained a Proviso in the Words, or to the Effect following, (that is to say) **Provided**, &c. (*Proviso or Power to mortgage the Premises*): **And whereas** a Common Recovery was suffered, according to and in Pursuance of the Covenant or Agreement for that Purpose contained in the said Indenture of Release herein before recited: **And whereas** the said J. M. hath agreed to lend and advance the Sum of — Principal Money, unto the said H. B. and D. his Wife, in Part of the Sum of — which in and by the before recited Proviso, they the said H. B. and D. his Wife have Power to raise and borrow on the Security of the Premises: **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of — of, &c. to the said H. B. and D. his Wife, in Hand, &c. the Receipt, &c. **They** the said H. B. and D. his Wife, according to and in Pursuance of the Power to them limited, in and by the said herein before recited Indenture **Quadrupartite** of Release, bearing Date, &c. and the Recovery suffered in Pursuance thereof,

(a) Note: The Power was executed in Part before this Mortgage, otherwise the Mortgagor ought to have covenanted, that the said recited Power is in full Force, and not executed before the Execution of these Presents, and that the same is not suspended or extinguished.

thereof, **Have** by this Deed, Writing and Indenture, under both their Hands and Seals, by both of them the said *H. B.* and *D.* his Wife, executed before and attested by three credible Witnesses, granted, demised, limited and appointed, and by, &c. **Do**, and each of them **Doth** grant, &c. unto the said *J. M.* his Executors, &c. **All**, &c. **To have and to hold** the said, &c. and all and singular other the Premises herein and hereby before granted, demised, limited or appointed, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. M.* his, &c. from the Day of the Date of these Presents, for and during and unto the full End and Term of 1000 Years, from thenceforth next ensuing and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the said Term hereby limited, unto the said *H. B.* and *D.* his Wife, their Heirs and Assigns, the Rent of one Pepper-Corn only, at the Feast of — (if the same shall be lawfully demanded): **Provided always**, &c. (that if *H. B.* and *D.* his Wife, or other Person seised, pursuant to the Limitations in the recited Settlement pay, these Presents to be void; vide Tit. **Proviso**.) **And**, &c. (Covenant to pay the Mortgage Money; good Right; in Case of Default of Payment, the Mortgagee to enter and enjoy, free from Incumbrances; for further Assurance in Case of such Default, and until Default the Mortgagors to enjoy. Vide Tit. **Covenants**.) **In Witness**, &c.

For a further Security, there having only been a Bond given for the Repayment of Money borrowed.

THIS Indenture, &c. **Between**, &c. **Whereas** the said *W. G.* the Father, and *W. G.* the Son, have taken up and borrowed of the said *F. L.* and *J. F.* the Sum of 2000 *l.* of, &c. and for securing the Repayment thereof with Interest after the Rate of 5 *l.* per Cent. per Ann. by their Bond or Writing obligatory, bearing equal Date herewith, stand bound to the said *F. L.* and *J. F.* in the penal Sum of 4000 *l.* conditioned for the Payment of 2000 *l.* as therein is mentioned: **Now this Indenture witnesseth**, that for securing the said Sum of 2000 *l.* and Interest, and in Consideration of 5 *s.* a-piece, &c. (as in other Mortgages.)

Security by Indorsement, from the three Executors of an Executor and of an Administrator, for a further Sum due on Account stated, upon a Mortgage made by the Intestate.

Whereas the within *G. J.* died Intestate, and Administration of all his Goods, Chattels, Rights and Credits, was duly granted unto *A. J.* his Widow and Relict: **And whereas** the said *A. J.* is since dead, having first made her last Will and Testament in Writing, and thereof made her Daughters *S. J. M. J.* and *E. D.* Wife of *A. D.* Executors, who have since duly proved the same in the Prerogative Court of Canterbury, and taken upon him the Burthen and Execution thereof: **And whereas** Administration of all and singular the Goods and Chattels, Rights and Credits of the said *G. J.* deceased, unadministred by the said *A. J.* hath been also duly granted to the said *S. J. M. J.* and *E. D.* **And whereas** the within named *J. B.* is dead, having first made his last Will in Writing, and thereof *J. F. S. C.* and *F. B.* joint Executors, who duly proved the same, but the said *J. F.* was the only acting Executrix thereof: **And whereas** the said *J. F. S. C.* and *F. B.* are since dead, and Letters of Administration with the Will annexed of the said *J. B.* have been duly granted to *C. D.* of, &c. Esq. **And whereas** the said *S. J. M. J.* *A. D.* and *E.* his Wife, have this Day settled Accounts with the said *C. D.* touching all Monies received by the said *S. F. S. C.* and *F. B.* and *C. D.* or any of them, or by any other Person or Persons for their or any of their Use, for or on Account of the Principal Monies and Interest due on the within mentioned mortgaged Premises by the Perception of the Rents thereof, or otherwise, as also for and concerning divers Sum of Money paid, advanced and disbursed by the said *S. F. S. C.* and *F. B.* and *C. D.* for and on Account of the within mentioned mortgaged Premises, whereby it does appear that the Sum of 512 *l.* in the Proviso within written mentioned, is still wholly due and unpaid to the said *C. D.* and also that there has been advanced and paid for and on Account of the within mortgaged Premises, the further Sum of 174 *l.* 8 *s.* **Now these Presents witness**, that the said *S. J. M. J.* *A. D.* and *E.* his Wife, for the Consideration aforesaid, do for themselves severally, and for their several Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that the within mentioned to be assigned Premises, and every Part and Parcel thereof, shall be liable to and chargeable with

the Payment as well of the within mentioned Sum of 512 *l.* and Interest thereof, as of the aforefaid Sum of 174 *l.* 8 *s.* advanced and paid as aforefaid, together with lawful Interest for the fame; and that they the faid *S. J. M. J. A. D.* and *E.* his Wife, their Executors and Administrators, or any of them, shall not, nor will redeem or cause to be redeemed the within mentioned to be assigned Premiffes, or any Part thereof, without Payment as well of the faid Sum of 512 *l.* within mentioned to be secured, and the Interest thereof, as also of the faid Sum of 174 *l.* 8 *s.* and the Interest thereof. And the faid *S. J.* and *M. J.* for themselves feverally and refpectively, and not the one for the other of them, and for their feveral and refpective Heirs, Executors and Administrators, and the faid *A. D.* for himfelf and the faid *E.* his Wife, and his Heirs, Executors and Administrators, do further covenant, promife and agree, to and with the faid *C. D.* his Executors, Administrators and Affigns, that they the faid *S. J. M. J. A. D.* and *E.* his Wife, their Executors and Administrators, or fome of them, fhall and will well and truly pay or caufe to be paid unto the faid *C. D.* his Executors, Administrators or Affigns, the faid two feveral Sums of 512 *l.* and 174 *l.* 8 *s.* together with the lawful Interest for the fame, on the 20th Day of *July* next enfuing the Date of thefe Presents. **In Witnefs, &c.**

A further Charge of Lands mortgaged (the Mortgagor and Mortgagee being both dead) for Money borrowed by the Heir of the Mortgagor of the Heir and Devisee of the Mortgagee.

By Indorfement on the Mortgage.

Recitals.
Mortgagor's
Death, &c.
Mortgagee's
Death and
Will.

Mortgage
Money to be
laid out in a
Purchase, &c.

Interest paid.

More Money
borrowed.

Covenant that
the Premiffes
mortgaged
fhall be
chargeable
with the
whole Sum.

Proviso and
Covenant
that on Pay-
ment of Prin-
cipal and In-
terest, the
Heir of the
Mortgagee
fhall convey
the Premiffes
to the Heir of
the Mortga-
gor.

TO all, &c. **Whereas** the above named *G. L.* is departed this Life, whereby *B. L.* Esq; Eldest Son and Heir, and also Executor of the faid *G. L.* is become legally intitled to the Equity of Redemption of the within mentioned mortgaged Premiffes: **And whereas** the above named *D. E.* is also dead, having in his Life-time made his last Will and Testament, dated, &c. and therein reciting, that there was due to him from *M. L.* the Principal Sum of 2500 *l.* secured by a Mortgage for his Share and Interest in — did by his faid Will direct, that as soon as a convenient Purchase could be found or had, his Executors therein after named fhould, with the Approbation of his second Son, now Earl of — lay out the faid Sum of 2500 *l.* owing to him from the faid *M. L.* in the Purchase of Lands, Tenements or Hereditaments, to be conveyed to the feveral Uses therein after mentioned: And the faid Testator's further Will and Meaning was, that until fuch Purchase fhould be made as aforefaid, his Executors and the Survivor of them, and the Executors or Administrators of fuch Survivor, fhould in the mean Time permit his faid Son *C. C.* now — to receive to his own Use the Interest of the faid 2500 *l.* owing to the faid Testator from the faid *M. L.* as by the faid in Part recited Will, Relation, &c. **And whereas** no convenient Purchase has yet been found: **And whereas** all Interest due for the faid Sum of 2500 *l.* to the Day of the Date hereof, is paid off and difcharged by the faid *B. L.* **And whereas** the faid *B. L.* hath this Day taken up and borrowed of the faid Earl of — the further Sum of 500 *l.* of, &c. (which together with the before mentioned Sum of 2500 *l.* amounts in the Whole to the Sum of 3000 *l.* Principal Money) the Receipt whereof the faid *B. L.* doth, &c. **Now know ye**, that for the Consideration aforefaid, he the faid *B. L.* for himfelf, his Heirs, Executors and Administrators, doth covenant, promife and agree, to and with the faid Earl of — his Heirs, Executors, Administrators and Affigns, by thefe Presents, that all and every the Premiffes in the within written Indenture mentioned, and thereby granted and releafed, fhall from henceforth ftand charged and chargeable, and be a Security for the Payment of the Sum of 3000 *l.* and Interest; and that the within mentioned mortgaged Premiffes fhall not be redeemed or redeemable until the faid Sum of 3000 *l.* and all Interest to grow due for the fame, fhall be fully paid and fatisfied: **Provided always, &c.** **And** the faid Earl of — for himfelf, his Heirs, Executors and Administrators, doth covenant, promife and agree, to and with the faid *B. L.* his Heirs, Executors, Administrators and Affigns, by thefe Presents, that if the faid *B. L.* his Heirs, Executors or Administrators, or any of them, fhall and do well and truly pay or caufe to be paid unto the faid Earl of — his Executors, Administrators or Affigns, the faid Sum of 500 *l.* Part of the faid Sum of 3000 *l.* together with Interest for the faid whole Principal Sum of 3000 *l.* after the Rate of 5 *l.* per Cent. per Ann. and alfo fhall and do well and truly pay or caufe to be paid the faid Sum of 2500 *l.* Remainder of the faid premifed Sum of 3000 *l.* to the feveral Perfons, in and by the faid in Part recited Will of the faid Earl of — intitled to receive the fame on — next enfuing the Date of thefe Presents, without any Deduction, &c. that then he the faid Earl of

of — his Heirs, Executors or Administrators, shall and will, at the Request, Costs and Charges of the said B. L. his Heirs, Executors, Administrators and Assigns, convey the within mentioned Premises to the said B. L. his Heirs, Executors, Administrators or Assigns, or to such Person or Persons as he or they shall direct or appoint. And the said B. L. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said Earl of — his Heirs, Executors, Administrators and Assigns, by these Presents, that they, and in such Case, the said B. L. his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay the Sum of 3000 l. with Interest for the same after the Rate of 5 l. per Cent. per Ann. in Manner aforesaid, according to the true Intent and Meaning of the above written Proviso. **In Witness, &c.**

Heir of the
Mortgagor
covenants to
pay the Mort-
gage Money.
&c.

A further Charge from Plaintiffs in a Cause, to secure to the Solicitor all Monies for carrying on the Cause, &c.

AND whereas the above named J. S. as the sole Executor of the above named J. S. did as of T. Term now last past exhibit his Bill in the High Court of Chancery as Plaintiff against them the said J. M. and E. his Wife, and G. B. Defendants, whereby, after setting forth (amongst other Things) the herein above mentioned Mortgage made from the said J. S. to the said G. B. of the said Premises, and the Transfer thereof from the said G. B. to the said J. S. for securing Payment to him of the said Sum of 221 l. 10 s. and Interest, it is by the said Bill (amongst other Things) prayed, that the said J. M. and E. his Wife, might pay to the said J. S. his Principal, Interest and Cost, due on his said Security at the Time therein mentioned, or else that they should stand and be absolutely foreclosed of all Equity and Benefit of Redemption, of, in and to the said Premises, to which Bill they the said J. M. and E. his Wife, have put in their Answers, and also have brought a Cross Bill in the said Court as Plaintiffs against the said J. S. and others, as Defendants, touching the Transfer of the said mortgaged Premises, and to have an Account of the said J. S.'s Personal Estate, and other Matters in the said Bill contained; but not having Money of their own to pay the Charge and Expence of defending and prosecuting the same, have applied to and requested the said J. T. to be their Solicitor in the said Causes, and to advance Monies for managing and carrying on the same until a final Determination thereof, (who at their special Instance and Request hath agreed so to do) and for securing Repayment of all such Sums of Money as shall be by him advanced and paid in managing and carrying on the said Causes, and for his Fees and Expences in so doing, the said J. M. and E. his Wife have agreed, that the said herein before released Premises shall stand and be as a Security for Payment of the same to the said J. T. in such Manner and subject as herein after is mentioned: **Now this Indenture further witnesseth**, that they the said J. M. and E. his Wife, in Pursuance of the said recited Agreement, and for the Purposes aforesaid, **Have**, and by these Presents **Do**, and each of them **Doth** constitute, authorise and appoint, and in their Place and Stead depute and put the said J. T. their true and lawful Attorney and Solicitor, to defend and carry on the said Causes in the said Court of Chancery touching the Matters aforesaid, and to act, transact, execute, do and perform all and every such Acts and Things as shall be necessary and requisite for the Defending and Carrying on the said Causes, until the same shall be fully ended and determined, in such Manner as he the said J. T. shall be advised, or in his Discretion, from Time to Time, shall think necessary; and that they the said J. M. and E. his Wife do, and each of them doth hereby give and grant unto the said J. T. and his Assigns, their and each of their full, whole and absolute Power in all and singular the same Premises, and do, and each of them doth hereby allow, ratify, establish and confirm all and every such legal Acts and Things as he or they shall do or cause to be done by Virtue of these Presents, and the Power hereby given, and for securing Payment unto the said J. T. of all and every such Sum and Sums of Money as shall be by him disbursed, paid and expended in defending and carrying on the said Causes; and for his Fees in so doing, **They** the said J. M. and E. his Wife, (by and with the Consent and Approbation of the said B. G. testified by his Executing of these Presents) **Do**, and each of them **Doth** by these Presents charge, and make chargeable and liable the said Messuage or Tenement, Lands, Hereditaments, and all and singular the hereby granted and released Premises, with their Appurtenances, to and with the Payment of the same, (**Subject nevertheless** in the first Place to and with the Payment of all Principal and Interest Monies hereby secured to the said B. G. his Executors and Assigns, in Manner as aforesaid) and also to the Payment of all Principal, Interest Monies and Costs, as shall appear to be justly due and owing by Virtue of the herein before mentioned Security. **And** the said J. M. for himself, and for the

As to a Bill
in Chancery,
and Prayer
thereof.

As to Appli-
cation to Mr.
T. to carry on
the Cause.

Letter of At-
torney so to
do.

Mortgaged
Premises
charged with
Payment of
Monies for
carrying on
the Cause.

Covenants.

the said *E.* his Wife, and for their respective Heirs, Executors and Administrators, doth hereby covenant to and with the said *J. T.* his Executors, Administrators and Assigns, in Manner as follows, *viz.* That they the said *J. M.* and *E.* his Wife, or one of them, their or one of their Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *J. T.* his Executors or Assigns, all such Sum and Sums of Money as shall be by him and them disbursed, paid and expended, for the Defending and Carrying on the aforesaid Causes, together with all his Fees and Charges in so doing, and that the said hereby released Premises shall not be redeemed or redeemable, either in Law or in Equity, until full Payment and Satisfaction thereof be made; **And also** that they the said *J. M.* and *E.* his Wife, or either of them, their or either of their Executors or Administrators, shall not, without the Consent of the said *J. T.* first had in Writing for that Purpose, revoke the above mentioned Letter of Attorney, nor release, discharge, discontinue, or do any other Act whatsoever whereby to prevent, stop or hinder any Proceedings whatsoever in the said Causes, or either of them, until such Time as he the said *J. T.* his Executors and Assigns, shall be fully paid and satisfied all his Disbursements, Charges, Fees and Expences touching his managing and carrying on the same in Manner as aforesaid, according to the true Intent and Meaning of these Presents.

A Mortgage to Trustees for 2100l. for securing the Money of an Infant put out by his Guardians who are the Trustees.

THIS Indenture made, &c. **Between** Sir *J. M.* of, &c. of one Part, and *R. M.* of, &c. Esq; and *W. P. W.* of, &c. Esq; surviving Executors in Trust of the last Will and Testament of Sir *G. H.* Knight, &c. deceased) of the other Part. **Whereas** by Indentures of Lease and Release, the Lease bearing Date the 12th Day of *June* in, &c. and made, or mentioned to be made between Sir *J. M.* of the first Part, *R. W.* Esq; and *R. C.* Esq; of the second Part, *T. W.* Esq; and *W. C.* Esq; of the third Part, *T. C.* Esq; and *M. F.* Esq; of the fourth Part, and Dame *P. M.* (the now Wife of the said Sir *J. M.* by her then Name of *P. W.* Daughter of Sir *G. W.* Baronet deceased) and Sister of the said *T.* and *C. W.* of the fifth Part, reciting (among other Things) that a Marriage was agreed and intended to be had and solemnized between the said Sir *J. M.* and the said Dame *P.* his now Wife (then *P. W.*) in Consideration of the said then intended Marriage, and of the Marriage Portion of the said Dame *P.* and for other Considerations therein mentioned, the said Sir *J. M.* did grant, release and convey unto the said *R. W.* and *T. D.* **All** those the Manors or Lordships of *W. D.* **To hold** unto the said *R. W.* and *T. D.* and their Heirs, **To** and for the several Uses, Intents and Purposes, and under and subject to the several Provisoos, Conditions and Agreements therein after mentioned, and expressed, *viz.* to the Use of, &c. **In Trust** for the raising and paying the said Portions and yearly Maintenance to and for such younger and other Child or Children as afore is mentioned; so as and always provided, that the said Sum and Sums of Money so to be charged and raised for the Portions and Maintenances of such younger and other Child and Children as aforesaid, or the Term and Terms of Years to be limited and appointed for the raising thereof, do not in any Manner affect, charge, take place or commence, in or upon the said Manors and Premises in the said County of *W.* until after the Decease of the said Dame *P.* (then *P. W.*) **And whereas** soon after the Making and Executing the said in Part recited Indentures of Lease and Release of Marriage Settlement, the said Marriage between the said Sir *J. M.* and the said *D. P.* his now Wife, did take Effect, and was solemnized; **And** the said Sir *J. M.* has Issue by the said *D. P.* his Wife, two Sons and two Daughters (*viz.*) *C. J. P.* and *C. M.* **And whereas** the said Sir *J. M.* is about marrying the said *P.* his eldest Daughter, unto *J. H.* of, &c. Esq; **And whereas** in a Cause depending in the high and honourable Court of Chancery, wherein the said Sir *J. M.* was Plaintiff, and the said *C. M.* and *J. M.* Sons of the said Sir *J. M.* by the said *D. P.* (being Infants under the Age of 21 Years by *J. M.* of the Parish of *St. A. H.* in the County of *M.* Esq; Gardian) were Defendants, it was declared by the Right Honourable the Lord High Chancellor of *Great Britain*, that the Plaintiff, by Virtue of the said Settlement, had a Power, and might in Pursuance thereof, make one or more Mortgage or Mortgages of the said settled Premises, or any Part thereof, for raising Portions for his younger Children, not exceeding in the whole the said Sum of 4000*l.* but not to take Place as to the said Premises in *W.* of the said Lady *P.* *M.* Rent-Charge of 500*l.* per Ann. settled on her for Life as aforesaid; and his Lordship did thereby order and decree, that the Plaintiff Sir *J. M.* be at Liberty as to the Premises in the said County of *W.* so as it be without Prejudice to the said Rent-Charge so settled on the Lady *P.* as aforesaid, or the Arrears thereof, that may happen to be at the

Time of her Decease, to raise the said Sum of 4000*l.* or any Part thereof, so as the same be applied to the Portions of his younger Children as aforesaid, and to no other Purpose, at such Time or Times as he should think fit, by making one or more Mortgage or Mortgages of the Premises, or any Part thereof, with Liberty to the Mortgagee or Mortgagees to enter thereon, in Default of Payment of the Principal or Interest, at the Day or Days to be therein appointed, as is usual in Mortgages; and it is thereby ordered and decreed, that when any Mortgage or Mortgages should be made for the Purpose aforesaid, the Plaintiff, his Executors and Administrators do keep down the Interest of the Money which from Time to Time should grow due during his Life, but the Mortgagee or Mortgagees of such Premises as should be mortgaged, was and were (notwithstanding the said Plaintiff was thereby decreed to keep down the Interest of the Mortgage, if he or they should think fit) to be at Liberty to enter upon the said mortgaged Premises, or any Part thereof, in Default of the Plaintiff's Payment either of the Interest or of the Principal; if the Mortgagee or Mortgagees should think fit to permit the Plaintiff to continue in Possession of and to receive the Profits thereof, such Receipt of the Profit was not to be deemed any Exoneration of the Premises so to be mortgaged as aforesaid: **And whereas** the said Sir G. H. by his last Will and Testament in Writing, bearing Date, &c. after several Legacies thereby given, did (among other Things) give the Residue of his Estate both real and personal unto his Children begotten, and to be begotten on the Body of Dame S. his Wife, equally to be divided (but his eldest Son to have a double Share); but for want of such Issue, or in Case of Death before 21 Years of Age, or Day of Marriage without Issue, then he gave the Residue of his said Estate to the said Dame S. his Wife and to his 3 Daughters by his former Wife, to be equally divided between them, and made the said Dame S. his Wife and T. L. Esq; (both since deceased) and the said R. M. and W. P. W. Executors of his said Will: **And whereas** the said Dame S. and T. L. did both depart this Life in the Life-time of the said Testator: **And whereas** the said Sir G. H. the Testator did afterwards depart this Life, leaving Issue by the said D. S. one Son and one Daughter (*viz.*) L. H. and S. H. being Infants under the Age of 21 Years; soon after which said Decease of the said Sir G. H. the Testator, the said R. M. and W. P. W. being the surviving Executors of his said Will, did prove the same Will in the Prerogative Court of C. **And whereas** by a Decree or decretal Order made and pronounced in the said Court of Chancery the 9th Day of *October* in the 5th Year of the Reign, &c. in a Cause there depending, wherein the said L. H. and S. H. (the Infant Children of the said Testator) by Dame M. L. their *Prochein Amy* were Plaintiffs and M. H. (since deceased) N. S. and the said R. M. and W. P. W. and others were Defendants, it was ordered and decreed by the said Court (among other things) that the said Dame M. L. and all the Defendants in the said last mentioned Cause should severally account before Mr. M. one of the Masters of the said Court, for all the Estate of the said Testator Sir G. H. and that as any Money due on any of the Securities belonging to the said Sir G. H.'s Estate, should be paid, the same should, from Time to Time, be brought before the said Master, and by him placed out at Interest on Security, to be by him approved of, subject to the Trust in the Testator's Will as by the said Indentures of Lease and Release of Marriage Settlement, last Will and Testament, Decrees, or decretal Orders and other Proceedings in the said Court of Chancery, relation being thereunto respectively had, may more fully appear: **And whereas** the said S. H. Daughter of the said Sir G. H. by the said D. S. his Wife, lately departed this Life: **And whereas** the said Mr. M. with the Consent and Approbation of the said R. M. and W. P. W. and at the Request and by the Direction of the said Sir G. H. toward the Portion of the said P. M. the eldest Daughter of the said Sir J. M. by his said now Wife Dame P. M. **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 2000*l.* of, &c. to the said Sir J. M. by J. M. Esq; one of the Masters of the said Court of Chancery, well and truly paid towards the Portion of the said P. M. eldest Daughter of the said Sir J. M. by the said D. P. his now Wife, at or before the Sealing and Delivery of these Presents, the Receipt and Payment whereof the said Sir J. M. doth thereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said J. M. his Heirs, Executors and Administrators, and every of them by these Presents, the said Sir J. M. by Virtue and in Pursuance of the said Power reserved to him in and by Virtue of the said Proviso herein before mentioned to be contained in the said in Part recited Indenture of Release of Marriage Settlement, and by Virtue of all and every Power and Powers enabling him thereunto, and likewise in Pursuance of the first herein before in Part recited Decree, **Wath**, by this Indenture and Writing under his Hand and Seal, in the Presence of three credible Witnesses, whose Names are hereupon indorsed, charged, and by these Presents doth absolutely charge **All** the said Manors, &c. with the Raising and

Payment of the said Sum of 2000*l.* and the Sum of 100*l.* for the Interest thereof, of good, &c. unto the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns, in Manner as in the Proviso or Condition herein after contained is mentioned and expressed. **And this Indenture further witnesseth**, that for the Considerations aforesaid, and in further Pursuance of the said Power reserved and given to him the said Sir *J. M.* in and by Virtue of the said Proviso herein before mentioned to be contained in the said in Part recited Indenture of Release of Marriage Settlement, and by Virtue of all and every Power and Powers enabling him the said Sir *J. M.* hereunto, and in further Pursuance of the first herein before in Part recited Decree, **he** the said Sir *J. M.* hath limited, appointed and demised, and by these Presents **Doth** limit, appoint and demise **All** the said Manor, &c. unto the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns; **To have and to hold** the said Manor, &c. hereby limited and appointed, or mentioned or intended to be hereby limited and appointed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances unto the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns, from henceforth, for and during, and unto the full End and Term of 1000 Years without Impeachment of or for any manner of Waste: **Provided always** and these Presents are upon this Express Condition, that if the said Sir *J. M.* his Heirs, Executors, Administrators or Assigns, or any other Person or Persons that shall be intitled to the Reversion, Remainder and Inheritance of the said Manor and Premises so limited and appointed for the said Term of 1000 Years as aforesaid, immediately expectant upon the same Term, shall and do well and truly pay, or cause to be paid unto the said *R. M.* and *W. P. W.* their Executors, Administrators or Assigns (at or in the common dining Hall of *Gray's Inn* aforesaid) the full and just Sum of 2100*l.* of lawful Money of *Great Britain* in Manner following, (that is to say) the Sum of 50*l.* Part thereof on the — Day of — next ensuing the Day of the Date of these Presents, and the Sum of 2050*l.* Residue and in full Payment and Satisfaction of the said Sum of 2100*l.* upon the — Day of — which shall be in the Year of our Lord 17— without making any Abatement, Deduction or Defalcation out of the same or any Part thereof, for or in respect of any Taxes, Charges, Payments or Assessments already taxed charged or assessed, or hereafter to be taxed, charged or assessed by any Act or Acts of Parliament made or to be made, or by any other Power or Authority whatsoever; **In Trust nevertheless** for the Benefit of the said *L. H.* the Infant in Manner as the same is bequeathed to him by his said late Father's Will; **Subject nevertheless** to the Devises over upon such Contingencies as in the said in Part recited Will of the said Sir *G. H.* the Testator are mentioned and expressed; that then these Presents and the said Term of 1000 Years hereby limited and appointed as aforesaid, and every Article, Clause and Thing herein contained, shall cease, determine and be utterly void and of none Effect to all Intents and Purposes whatsoever; any thing in these Presents contained to the contrary thereof in any wise notwithstanding; **And** the said Sir *J. M.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns, and to and with every of them, by these Presents in Manner and Form following, (that is to say) That he the said Sir *J. M.* his Heirs, Executors, Administrators or Assigns, shall and will, without any Abatement, Deduction or Defalcation of any Part thereof, for or in Respect of any Taxes, Charges, Payments or Assessments as aforesaid, well and truly pay, or cause to be paid unto the said *R. M.* and *W. P. W.* their Executors, Administrators or Assigns, at the Place of Payment before mentioned, the said Sum of 2100*l.* of, &c. in Manner and Form aforesaid, at, or upon the several Days herein before limited or appointed for the Payment thereof; **And**, &c. good Right, &c. to charge the said Manors, &c. with the Payment of the said Sum of 2100*l.* and to limit and appoint the same Manors, &c. unto the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns, for and during the said Term of 1000 Years in Manner aforesaid; and according to the true Intent and Meaning of these Presents; **And peaceable Enjoyment till Default, free, &c. further Assurance, &c. In Witness,** &c.

A Mortgage in Fee (of Part of an Infant's Money devised to her by Will) to two Trustees, in Pursuance of a Decree in Chancery and of a Master's Report, with the Master's Approbation, &c.

THIS Indenture Quadripartite, &c. Between *J. A.* of, &c. of the first Part, *E. J.* of, &c. Widow, sole Executrix of the last Will and Testament of Dame *R. M.* late of *L.* Widow, her late Mother deceased, of the second Part, *R. L. B.* an Infant (Grand-

(Grand-Daughter of the said Dame *R. M.* deceased) of the third Part, and Sir *W. J.* of, &c. Knight, and *W. N.* of, &c. Esq; of the fourth Part. **Whereas** the said Dame *R. M.* in and by her last Will and Testament in Writing, bearing Date on or about the 16th Day of *December*, which was in the Year, &c. declared she would have 10,000 *l.* laid out in Lands and settled on her Grand-Daughter *R. L. B.* of which she should till the Age of 18 have no Interest or Benefit, but then the Land made over to her in Trust for the Use of her and her Children after her, and thereby desired the said Sir *W. J.* Mr. *L. B.* (Father of the said *R. L. B.*) and whoever else her Daughter *E.* should marry, to be Trustees for the said *R. L. B.* and desired her Daughter *E.* whom she made sole Executrix and residuary Legatee, to take Care that the 10,000 *l.* settled on the said *R. L. B.* should be so put into Trustees Hands for her own proper Use, that if she should have an ill Husband, he may have no Benefit from it, nor she be able to cut off the Intail: **And whereas** afterwards (viz.) in or about the Month of *January*, which was in the Year, &c. the said Dame *R. M.* departed this Life without having revoked or altered the said Will; after whose Death the said *E. J.* duly proved the said Will in the Prerogative Court of *Canterbury*, and took upon her the Burthen and Execution of the said Will, as in and by the Probate thereof, under Seal of the said Prerogative Court, Relation, &c. **And whereas** the said *E. J.* possessed herself of all the personal Estate of the said Dame *R. M.* more than sufficient to pay all her Debts, Legacies and Funeral Expences: **And whereas** the said *R. L. B.* on or about the second Day of *December* last past before the Date of these Presents, attained her said Age of 18 Years: **And whereas** the said Mr. *L. B.* and *J. J.* Esq; who had married the said *E.* the Daughter of the said Dame *R. M.* (two of the Trustees intended by the said Will of the said Dame *R. M.* for the Purposes aforesaid) are both since dead; and the said Sir *W. J.* was unwilling to act in the said Trust without the Decree of the High Court of Chancery to indemnify him for so doing: **And whereas** by a Decree, or decretal Order of the said Court of Chancery, made by the Right Honourable the Master of the Rolls the 17th Day of *February* last past before the Date of these Presents, in a certain Cause then and there depending between the said *R. L. B.* by *F. L. B.* her next Friend, Plaintiff, the said *E. J.* and Sir *W. J.* Defendants, it was ordered and decreed, that the said Defendant, Mr. *J.* should lay out the said Sum of 10,000 *l.* in a Purchase of Lands to be approved by Mr. *S.* one of the Masters of the said Court of Chancery; and that any of the said Parties should be at Liberty to propose proper Purchases before the said Master; and it being proposed that the said *W. N.* should be added a Trustee to the said Defendant Sir *W. J.* it was ordered and decreed that the Lands when purchased should be conveyed to the said Sir *W. J.* and *W. N.* and their Heirs in Trust, to permit the Plaintiff the said *R. L. B.* to receive the Rents and Profits thereof to her own separate Use during her life, with Remainder to Trustees to preserve contingent Remainders; Remainder to the first and other Sons on the Body of the Plaintiff the said *R. L. B.* lawfully to be begotten in Tail Male, with Remainder to them in Tail General; and in Default of such Issues, then to the Daughter and Daughters on the Body of the Plaintiff, the said *R. L. B.* lawfully to be begotten in Tail, the Daughters, if more than one, to take as Tenants in Common and not as Jointenants, with cross Remainders amongst the Daughters; Remainder in Fee to the Defendant *E. J.* and until such Purchase of Lands should be found wherein to invest the said 10,000 *l.* the said Sum of 10,000 *l.* was to be placed out at Interest on Government or other good Securities, with the Approbation of the said Master, in the Names of the said Defendant Sir *W. J.* and of the said *W. N.* and the Interest thereof, as the same should become due, to be from Time to Time paid to the several Person and Persons as would be intitled to the Rents and Profits of the said Lands, in Case the same were purchased and settled as aforesaid; and the said Sir *W. J.* *W. N.* are to declare the Trusts thereof accordingly, as in and by the said Decree or decretal Order, remaining as of Record in the said High Court of Chancery (Relation being thereunto had) may, amongst other Things, appear: **And whereas** it hath been proposed that until the said Sum of 10,000 *l.* can be laid out in the Purchase of Lands, to be settled as aforesaid, that the Sum of 3500 *l.* Part thereof may be placed out at Interest, on Security of the Messuages, Lands, Tenements, and Hereditaments herein after mentioned: **And whereas** the said Mr. *S.* by his Report bearing Date the second of this Instant, and made in the said Cause, did certify that a Proposal had been made by the said *W. N.* that the Sum of 3500 *l.* Part of the said Sum of 10,000 *l.* should be placed out at Interest upon the Security of the Lands, Tenements and Hereditaments herein after mentioned, until the same could be vested in the Purchase of Lands, and that he did approve thereof, and did direct the said *E. J.* to place out the said Sum of 3500 *l.* accordingly upon the said Security, as in and by the said Master's Report, remaining as of Record in the said Court of Chancery, Relation

Recitals, viz.
As to the Will whereby the 10,000 *l.* is given to the Infant.
Trusts thereof.

As to Testatrix's Death.

Her Executrix's proving the Will.

As to Infants present Age.

As to two of Trustees Death.

As to Decree in Chancery,

whereby Lands to be purchased and settled.

Uses, &c.

Until Purchase made, Monies to be put out at Interest.

The Interest to be paid according to the Uses and Settlement.

As to the Lending Part of the Monies.

As to the Master's Report thereon.

Considerations. tion being thereunto had, may appear; **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 3500*l.* of, &c. to the said *J. A.* in Hand well and truly paid by the said *E. J.* at or before the Ensealing and Delivery of these Presents, (In Pursuance of the said Order and Report, and with the Approbation of the said Master, testified by his Signing his Approbation in the Margin of these Presents) the Receipt of which said Sum of 3500*l.* he the said *J. A.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said *E. J.* her Executors and Administrators for ever, by these Presents; and also for and in Consideration of the Sum of 10*s.* of like lawful Money to the said *J. A.* in Hand likewise paid by the said Sir *W. J.* and *W. N.* the Receipt whereof is hereby acknowledged, he the said *J. A.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth, &c. unto the said Sir *W. J.* and *W. N.* (in their actual Possession, &c.) **All** the Scite and capital Messuage or Mansion-house of the Manor of, &c. and the Reversion, &c. Remainder yearly, and other Rents, Issues, Services and Profits of all and singular the said Premisses, and every Part and Parts thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever of him the said *J. A.* of, in and to the same Premisses, every or any Part or Parcel thereof; **To have and to hold** the said Messuages, &c. and all and singular other the Premisses hereby released, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said Sir *W. J.* and *W. N.* their Heirs and Assigns, to the only proper Use and Behoof of the said Sir *W. J.* and *W. N.* their Heirs and Assigns for ever: **Provided always**, and these Presents are upon this express Condition nevertheless, that if the said *J. A.* his Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said Sir *W. J.* and *W. N.* their Executors, Administrators or Assigns or any of them, (upon the Trusts for the Benefit of the said *R. L. B.* above mentioned and declared in and by the last Will and Testament of the said Dame *R. M.* of and concerning the said Sum of 10000*l.*) the full and whole Sum of 3640*l.* of lawful Money of Great Britain in Manner and Form following, viz. 70*l.* Part thereof, on the tenth Day of December now next ensuing the Date hereof, and 3570*l.* Residue and in full thereof, on the tenth Day of June then next following, and which will be in the Year of our Lord 17—, without Fraud or further Delay, and without any Deduction, Defalcation or Abatement out of the same, upon Account of any Taxes, Assessments, Impositions or other Matters or Thing whatsoever already imposed or hereafter to be imposed by Authority of Parliament, or otherwise howsoever; then this present Indenture to cease, determine and be void; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

*A Demise of an Estate in Reversion from a Duke and his Trustee for 1000 Years, to the Mother of an Infant, for securing to him 10000*l.* and Interest, in Pursuance of a Decree in Chancery.*

THIS Indenture, &c. Between the most Noble *J. Duke* of *M.* and the Right Honourable *J. Earl* of *W.* of the one Part, and *E. D.* of, &c. (Widow, Relict and Administratrix of the Goods, Chattels, Rights and Credits of her late Husband *R. D.* late of, &c. deceased) of the other Part. **Whereas** by a Decree or Decretal Order made and pronounced in the High Court of Chancery on the 7th Day of March last past, in a certain Cause there depending between *R. A.* Widow, Plaintiff, and the said *E. D.* and *W. D.* (an Infant by his Guardian *T. J.*) *et al* Defendants, and also in certain cross Causes therein mentioned, in one whereof the said *E. D.* was Plaintiff and the said *R. A.* and others were Defendants, and the other between the said *W. D.* (by his said Guardian) Plaintiff, and the said *E. D.* *et al*, Defendants, whereby (after reciting or setting forth as therein mentioned,) *It was (inter alia)* ordered and decreed, that the Personal Estate late of the said *R. D.* (after his Debts paid) and also the Surplus of the Estate of *W. R.* Merchant, deceased, in the said Decree named, (to whom the said *R. D.* was Executor and Legatee thereof, as in the said Decree mentioned) should be put out at Interest on good Government or other Securities, to be approved of by *J. B.* Esq; (one of the Masters of the said Court) to whom the said Causes stood referred, as therein also mentioned, in the Name of the said *E. D.* for the Benefit of the Plaintiff the said *W. D.* the Infant; and that she the said *E. D.* should declare the Trust thereof, subject to the Order of the said Court; and that when the said Plaintiff *W. D.* should attain to his Age of 21 Years, he was to be at Liberty to apply to the said Court for what was coming to him, and then the same was to be transferred to him accordingly: **And whereas** *E. Duchess Dowager* of *M.* is seized of an

Recitals, viz.
As to a Cause touching the Infant's Money.
And she to give a Declaration of Trust, &c.

an Estate for her Life, of and in the Manors, Messuages, Farms, Lands, Tenements, Tithes and Hereditaments herein after mentioned, and he the said *J. D. of M. and J. Earl of W.* as his Trustee, are seised in Fee of the Reversion and Inheritance of the said Manors and Premises: **And whereas** the said Master, by his Report made in the said Cause the second Day of this Instant *June*, hath certified, that the Surplus of the said Testator's Personal Estate (after all his Debts and Legacies paid) amounts to the Sum of —: **And whereas** the Sum of — being the Surplus of the Testator *W. R.'s* Personal Estate, is in Pursuance of the said Decree to be put out at Interest upon good Securities in the Name of the said *E. D.* in Trust and for the Benefit of the said *W. D.* as aforesaid; and the said Duke having Occasion to borrow the Sum of 10000*l.* *It is agreed*, That the same shall be advanced and paid to him out of the said Sum of — and he the said Duke hath proposed and agreed, that the said Manors, &c. herein after mentioned (subject nevertheless to the said Estate for Life of her the said Duchess Dowager therein) shall be demised to the said *E. D.* as a Security for Repayment thereof, with Interest for the same, in such Manner as herein after is mentioned: **And whereas** the said Mr. *B.* the Master, by his Certificate bearing Date the Day next before the Day of the Date hereof, hath allowed the Manors, Hereditaments and Premises, hereby intended to be demised, as and for a good and sufficient Security for Payment of the said Sum of 10000*l.* and Interest; and that the said 10000*l.* in Pursuance of the said Decree should be put and placed out in the Name of the said *E. D.* in Trust, and for the only Use and Benefit of the said *W. D.* in Manner as therein mentioned, as by the said certificate duly filed may appear: **And whereas** the said *E. D.* by her Deed Poll, bearing even Date with, and intended to be executed immediately after these Presents, (Reciting as therein is recited) hath in Pursuance of the said Decree acknowledged and declared, that the said Sum of 10000*l.* and the Security therein recited for Payment of the same and the Interest thereof, was and is in Trust and for the only Use and Benefit of the said *W. D.* her Son, as in and by the said Deed Poll now deposited, or so intended, in the Hands of the said Master, may more fully appear: **Now this Indenture witnesseth**, That in Pursuance of and in Obedience to the said recited Decree, and for and in Consideration of the Sum of 10000*l.* of, &c. to the said *J. D. of M.* in Hand well and truly paid by the said *E. D.* at or before the Executing of these Presents, (being Part of the said Sum of — so reported due and to belong to the said *W. D.* the Infant as aforesaid) the Receipt of which Sum of 10000*l.* he the said Duke doth hereby acknowledge, and thereof, &c. and also for and in Consideration of the Sum of 10*s.* of like, &c. to the said *J. E. of W.* in Hand also paid by the said *E. D.* at or before the Executing of these Presents, the Receipt whereof is by him hereby also acknowledged, he the said *J. Duke of M.* and (by his Direction and Appointment, testified by his being a Party to and Executing of these Presents) also the said *J. Earl of W.* **Have**, and each of them **Path** granted, demised, bargained and sold, and by these Presents they the said *J. Duke of M.* and *J. Earl of W.* and each of them **Doth** grant, &c. unto the said *E. D.* her Executors, &c. **All** those the Manors of, &c. except, &c. and the Reversion, &c. and all the Estate, &c. of the Mortgagor and his Trustee, &c. **To hold** the said Manors, &c. (except as before excepted) her Executors, &c. from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of 1000 Years from thence next ensuing, without Impeachment of or for any Manner of Waste, (Subject nevertheless to the Estate for Life of her the said *E. Duchess Dowager of M.* therein as aforesaid,) and fully to be complete and ended, in Trust nevertheless for and for the only Use and Benefit of the said *W. D.* the Infant, his Executors, Administrators and Assigns; **yielding and paying** therefore Yearly, during the said Term of 1000 Years, the Rent of one Pepper-Corn only, if the same shall be lawfully demanded. **Provided always**, and these Presents are upon this Condition nevertheless, that if the said *J. Duke of M.* his Heirs, Executors or Administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said *E. D.* her Executors, Administrators or Assigns, (in Trust nevertheless for the said *W. D.* as aforesaid) at or in, &c. the full Sum of 10000*l.* of, &c. in Manner as follows, viz. the Sum of — Part thereof, on the — Day of — without any Deduction, &c. then to be void, &c. (Covenants from the Duke, viz. *To pay the Money; that he and his Trustees have good Right to demise Premises cum pertinentiis unto the said E. D. her Executors, &c. for the said Term of 1000 Years, in Manner as aforesaid, (subject nevertheless to the said Estate for Life of her the said Duchess Dowager of M. therein as aforesaid; and further, that in case Default shall be made in Payment of the said Sum of 10400*l.* or any Part thereof, contrary, &c. it shall and may be lawful for the said E. D. her Executors, &c. from and after the Death of the said Duchess Dowager of M. to enter, &c. in Trust nevertheless to and for the only Use and Benefit of the said W. D. the Infant, his Executors, &c. without any Lett, &c. and free from In-*

As to the Duchess Dowager's Estate.

As to the Master's Report.

As to 10000*l.* thereof, being lent to the Duke, and his Agreement to demise his Reversion.

As to the Master's Allowance.

As to the Mother's Deed acknowledging the Trust, and deposited in the Master's Hands.

Consideration.

Demise.

Premises.

Habendum.

Proviso.

Further Assurance.

cumbrances, &c.) And moreover that in case Default shall be made in Payment of the said Sum of 10000*l.* or any Part thereof, contrary to the said Proviso and Covenant for Payment thereof, that then and in such Case they the said *J.* Duke of *M.* and *J.* Earl of *W.* and their respective Heirs, and all and every other Person and Persons whatsoever, any Estate, Right, Title or Interest, having or lawfully claiming of, in or to the said hereby granted and demised Manors, &c. or any Part thereof, (other than and except the said *E.* Duchess Dowager of *M.* for or in Respect of her Estate for Life therein as aforesaid,) shall and will from Time to Time and at all Times then after, at and upon the reasonable Request of the said *E.D.* her Executors, &c. (but at the proper Costs and Charges of the said *J.* Duke of *M.* his Heirs and Assigns) make, &c. or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, &c. be the same by Fine, Recovery or otherwise howsoever, as well for the further, better, more perfect and absolute Assigning of all and singular the said hereby demised Manors, &c. *cum pertinentiis* unto the said *E.D.* her Executors, &c. for and during all the then Rest and Residue of the said Term of 1000 Years, as also for the Conveying and Assuring of the Fee-Simple and Inheritance of the same Premises, unto and to the Use of, or in Trust for the said *E.D.* her Heirs and Assigns; nevertheless in Trust and for the only Use and Benefit of the said *W.D.* as aforesaid, as by, &c. (*A Declaration, That the said Duke shall enjoy, &c. Subject to the Duchess's Estate for Life, &c.*) In Witness, &c.

A Mortgage of Tolls and Duties settled by Act of Parliament upon Highways, &c.

THIS Indenture Tripartite, &c. Between Sir *J.C.* (*et al*, 15 other Persons) Trustees named in an Act of Parliament made and passed in the tenth Year of his present Majesty's Reign, (Intituled, An Act for repairing the Roads from *H.* Bridge Hill to the Town of *B.* and also the Road from *H.* Bridge Hill aforesaid, to the Town of *O.* in the County of *S.*) of the first Part, *J.C.* of, &c. of the second Part, and *T.W.* of, &c. of the third Part. **Whereas** sundry Tolls and Duties are granted, and Monies thereby to be collected for the Repairing and keeping in Repair the said Roads, according to the said Act of Parliament, in Manner therein mentioned, and by the said Act it is mentioned, that the said Money so to be collected after the Passing the said Act, and the reasonable Charges expended or to be expended in, about or by Reason of passing the same, by Receipt of the said Tolls and Duties, will not at present be sufficient for the speedy Repair of the said Roads; it is thereby therefore further Enacted by the Authority aforesaid, That the said Trustees or any fifteen or more of them, shall and may and are thereby impowered from Time to Time, by Writing under their Hands and Seals, to assign over the said Tolls or Duties thereby granted or any Part thereof, (the Costs and Charges whereof to be born and paid out of such Tolls and Duties, for any Time or Term for which the same is thereby directed to be paid, or for any Part of such Time or Term, as a Security for any Sum or Sums of Money by them to be borrowed for that Purpose, to such Person or Persons, or their Trustees, as should advance the same, to secure the Repayment thereof, with such Interest as the said Trustees or any fifteen or more of them should think fit to give, not exceeding the Rate of 4*l.* per Cent. per Ann. which said Money, when so borrowed, shall after Payment of the Expences of obtaining that Act, be so applied and disposed of, as the said Tolls and Duties are to be applied and disposed of by Virtue thereof, and to no other Use or Purpose whatsoever: **And whereas**, pursuant to the said Act of Parliament, a great Number of the said Trustees, upwards of fifty, did meet together at the Sign of, &c. in the said Town of *B.* on the, &c. and then did unanimously choose the said *T.W.* to be their Treasurer and Receiver, and also choose other Officers, and then did agree to borrow and take up at Interest the Sum of 1200*l.* and to pay Interest after the Rate of 4*l.* in the Hundred by the Year for the same, which the said *J.C.* hath agreed to advance and lend on the Credit of the said Act of Parliament: **Now this Indenture witnesseth**, That for and in Consideration of the Sum of 1200*l.* in Hand paid by the said *J.C.* to the said *T.W.* in Order and upon Trust to pay and satisfy the reasonable Charges expended or to be expended about or by Reason of passing the said Act of Parliament and of these Presents, in Trust to apply the Residue of the said Sum of 1200*l.* in the speedy Repairs of the said Highways, the Receipt of which said Sum of 1200*l.* the said *T.W.* doth hereby acknowledge, and thereof, &c. and in Consideration of 1*s.* a-piece to them the said Sir *J.C.* *et al*, in Hand likewise paid by the said *J.C.* the Receipt, &c. they the said Sir *J.C.* *et al*, **have** assigned, transferred and set over, and by these Presents **do** assign, transfer and set over unto the said *J.C.* his Executors, Administrators and Assigns, **All** and every the Duties and Tolls granted or made payable by the said Act of Par-

Parliament, with all the Ways, Means, Powers and Authorities, for the Collecting, Raising and Gathering in the same; **To have**, hold, perceive and take the same to his and their own Use, during the Residue of the Term of 21 Years, granted in and by the said Act of Parliament now to come and unexpired: **Provided always**, and upon this Condition nevertheless, that if the said Trustees appointed, or to be appointed by the said Act of Parliament for the Time being, or any of them, or the Receiver or Treasurer of the said Trustees for the Time being, do and shall well and truly pay, or cause to be paid to the said J. C. his Executors, Administrators or Assigns, the full and just Sum of 1248*l.* of lawful Money of Great Britain, in Manner following; that is to say, 24*l.* Part thereof on the eighth Day of January next ensuing the Date of these Presents, and the further Sum of 1224*l.* Residue thereof upon the eighth Day of July, which shall be in the Year of our Lord 17 — without any Deduction, Defalcation or Abatement out of the same, or any Part thereof, then this Assignment and Transfer, and the Powers and Authorities hereby assigned and transferred to the said J. C. shall cease, determine and be of no Effect. **And** it is hereby declared and agreed by and between all the Parties to these Presents, that until Default shall be made in the Payment of the said 1248*l.* or some Part thereof, contrary to the Proviso herein before contained, that it shall and may be lawful to and for the Trustees appointed, or to be appointed under the said Act of Parliament, their Treasurer, Receiver, or other their Agents, to receive and take the Duties and Tolls granted as aforesaid, and to manage the same in Manner by the said Act of Parliament appointed, and apply the same to the Uses, Intents and Purposes, in and by the said Act expressed, directed and appointed. **In Witness, &c.**

A double Mortgage from two Coheirs and their Husbands, of several Parts and for several Sums, with a Covenant for levying a Fine, the Uses whereof respectively declared for 500 and 600 Years.

THIS Indenture Tripartite, &c. Between R. T. of, &c. and M. his Wife, (one of the six Daughters and Coheirs of S. B. and F. his Wife, both deceased) of the first Part, J. B. of, &c. Upholder, and L. his Wife, (one other of the six Daughters and Coheirs of the said S. B. and F. his Wife) of the second Part, and G. J. of, &c. Gent. of the third Part. **Whereas** by a Decree or Decretal Order made and pronounced in the High Court of Chancery at the Rolls, on the fourth Day of March, which was in the second Year, &c. in a certain Cause then and there now depending, wherein H. B. and E. his Wife, A. W. Widow, and T. P. and J. his Wife, were Plaintiffs, and J. B. (since deceased) and F. his Wife, the said L. B. then L. H. Widow, the said M. T. then M. B. Spinster, an Infant, by the said J. B. her Guardian, and J. T. *et al.* Defendants, whereby after reciting or setting forth as therein mentioned, *It was* (amongst other Things) ordered and decreed, that a Commission should issue out of the said Court to divide the Premises in Question therein mentioned, into six Parts; and that the said Plaintiffs and Defendants, the six Children and Coheirs of the said F. B. were respectively to name Commissioners for that Purpose; and the said Commissioners so named, were to divide the said Premises into six Parts, and to allot to each of the said Coheirs a sixth Part thereof; and the said Plaintiffs and Defendants, the Coheirs and their Heirs, were to hold and enjoy their respective sixth Part, according to the Allotment made thereof to them by the said Commissioners; and it was thereby further ordered, that it should be referred to Mr. K. one of the Masters of the said Court, to take an Account of what was due to the said Defendant T. for Principal Money, Interest and Costs, by Virtue of a Mortgage therein recited to be made from the said F. B. deceased, to the said J. T. of four Messuages or Tenements therein mentioned (being Part of the said Premises) for securing Payment to him of the Sum of 1000*l.* and Interest, and that the same was to be paid to him by the said Coheirs in equal Proportions, at such Time and Place as the said Master should appoint, and thereupon the said Defendant T. was to reconvey the said mortgaged Premises to such Person as the said Coheirs should appoint, and in such Manner as in the said Decree is expressed: **And whereas** the said Master in Pursuance of the said Decree, by his Report dated — (after setting forth as therein mentioned) did thereby certify, that there was then due to the said Defendant T. for Principal Monies, Interest and Costs, by Virtue of his said Mortgage, the Sum of 1069*l.* **And whereas** by Indentures of Lease and Release, bearing Date respectively the 30th of November, &c. the Release being *Tripartite*, and made between the said J. T. of the first Part, the said H. B. and E. his Wife, A. W. T. P. and J. his Wife, J. B. and F. his Wife, L. H. and M. B. of the second Part, and E. W. of the third Part, reciting in the said Release (*inter alia*) the said

Recitals, viz:
the Decree.

Master's Report what due
to Mr. T.

Mr. T.'s
Transfer to
M. W.]

herein

The Commis-
sion and Cer-
tificate there-
on.

As to Mrs. T.'s
Part.
As to Mr. B.'s
Part,
and Charge
thereon to her
Sisters.

Order to con-
firm Certifi-
cate, unless
Cause, &c.

Confirmation
thereof.

Mrs. T.'s
Right and
Agreement to
demise her
Part to M. T.
for securing
116 l. and
Interest.

herein before recited Decree and Master's Report, and that there was then due to the said J. T. the Sum of 1069 l. *It is witnessed*, that for that Sum paid by the said E. W. to the said J. T. ~~By~~ the said J. T. (by the Direction of the said H. B. and E. his Wife, A. W. T. P. and J. his Wife, J. B. and T. his Wife, L. H. and M. B. testified as therein mentioned,) *Did* bargain, sell and release, and they the said H. B. and E. his Wife, A. W. T. P. and J. his Wife, J. B. and F. his Wife, L. H. and M. B. did thereby grant, ratify and confirm unto and to the Use of the said E. W. his Heirs and Assigns, the before mentioned mortgaged Hereditaments and Premises; **Subject nevertheless** to a Proviso in the said Indenture of Release contained for Redemption of the said Premises, on Payment of the said Sum of 1069 l. and Interest, in Manner as therein mentioned: **And whereas** R. A. C. K. H. B. J. P. P. L. and S. C. Commissioners named, authorised and appointed, in a Commission made out in Pursuance of the said recited Decree for dividing the said Premises in Question, by their Certificate under their Hands, dated the 10th Day of February now last past, did thereby certify unto the Lord High Chancellor of Great Britain, that they had entred upon and viewed the Estates in Question late of her the said F. B. deceased; and as to her Estate in the Parish of St. J.'s, being six Messuages or Tenements, with the Appurtenances in Q. Street near G. Square in the County of M. (being Part thereof) they the said Commissioners had divided the same in six equal Parts, which they by Ballotting had allotted to and amongst the said six Coheiresses, according to the Tenor of the said Commission; and as to the several Parts of them the said M. T. (then M. B.) and L. B. the same was allotted to them in the Manner as therein and herein after mentioned, *viz.* They the said Commissioners did thereby allot unto the said M. B. (now M. T.) and to her Heirs, one Messuage, &c. and Yard, as therein particularly bounded, &c. in Occupation of Captain R. W. at 30 l. *per Ann.* and they the said Commissioners did thereby allot unto the said L. B. and her Heirs, the Messuage, &c. and Garden, in Occupation of R. A. Esq; at 53 l. 15 s. 6 d. *per Ann.* and it is by the said Certificate mentioned, that in Regard the said Messuage or Tenement in the Possession of the said R. A. allotted to the said L. B. was of a greater Value than any of the other five Messuages or Tenements allotted to the Rest of the said Parties, therefore the said Commissioners, in Order to make the Allotment of each Party of equal Value, did charge the said Messuage or Tenement, in the Possession of the said R. A. allotted to the said L. B. with the several Sums of Money to be paid by the said L. B. as follows, *viz.* To the said M. B. (now M. T.) 21 l. to the said A. W. 21 l. to the said E. B. 21 l. to the said J. P. 57 l. and to the said F. B. 75 l. and further mentioning in the said Certificate, that the said Commissioners had found, that four of the said six Houses in Q. Street, *viz.* the Houses allotted to the said M. B. (now M. T.) A. W. E. B. and L. B. were subject to a Mortgage of 1000 l. made by all the said Coheirs, and that the same was to be born equally by all the said Coheirs, therefore the Houses thereby allotted to the said J. P. and F. B. were by them the said Commissioners certified to contribute an equal Share of the said 1000 l. and Interest, with the Houses charged with the said 1000 l. and Interest: **And whereas** by a subsequent Order made in the said Cause, dated the 11th Day of March now last past, it was ordered, that the before recited Certificate, and all the Matters and Things therein contained, should stand ratified and confirmed by the Order and Decree of the said Court, to be performed by all Parties thereto, according to the Tenor and true Meaning thereof, unless the Parties concerned, or their respective Clerks in Court having Notice thereof, should within eight Days after such Notice, shew unto the said Court good Cause to the contrary: **And whereas** by another subsequent Order made in the said Cause, dated the 18th Day of this Instant June, whereby (after setting forth the last recited Order) upon Motion made by Mr. F. Counsel for the Defendants J. B. and L. his Wife, and M. B. it was alledged, that the Clerks in Court for the other Parties, Plaintiffs and Defendants, had been duly served with the same Order, as by Affidavit appeared, and that no Cause had been shewn to the contrary, as by the Register's Certificate appeared; it was therefore prayed, that the said Order of the 11th of March last might be made absolute against the said Plaintiffs and Defendants so served therewith, which was ordered accordingly, as in and by the said in Part recited Decree, Master's Report, Indentures of Lease and Release, Commission, Certificate, and subsequent Order, Relation being to them respectively had, more fully and at large may appear: **And whereas** by Virtue of the said recited Decree, Commission, Certificate, and subsequent Orders, she the said M. T. and her Heirs, are now legally intitled to the Fee-simple and Inheritance of one of the said Messuages or Tenements and Premises situate in Q. Street aforesaid, now in the Occupation of the said R. W. so allotted to her as aforesaid, (**Subject nevertheless** to the Payment of her sixth Part of the said Principal and Interest Monies so secured to the said E. W. thereon as aforesaid); and they the said R. T. and M.

M. his Wife, having Occasion to borrow the Sum of 116*l.* he the said G. J. (at their Request) hath agreed to advance the same to them, and to accept of the Demise by them herein after made of the same Premises, for securing Repayment thereof with Interest, in such Manner and subject as herein after is for that Purpose mentioned: **And whereas** the the said L. B. and her Heirs, by Virtue of the said Decree, Commission, Certificate, and subsequent Orders, is now also legally intituled to the Fee-simple and Inheritance to another of the said Messuages or Tenements in 2. Street aforesaid, now in the Occupation of the said R. Y. so allotted to her as aforesaid; (**Subject nevertheless** to the Payment of her sixth Part of the said Principal and Interest Monies so secured to the said E. W. thereon as aforesaid, and also subject to the Payment of the said several Sums of 21*l.* 21*l.* 21*l.* 57*l.* and 75*l.* so charged and payable out of the same Premises to them the said M. Y. A. W. E. B. J. P. and F. B. as aforesaid); **And they** the said J. B. and L. his Wife, having also Occasion to borrow the Sum of 50*l.* he the said G. J. (at their Request) hath likewise agreed to advance them the same, and to accept of the Demise by them herein after made of the same Premises, for securing Repayment thereof, with Interest, in such Manner, and subject as herein after also is for that Purpose mentioned and expressed: **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 116*l.* of lawful, &c. to them the said R. Y. and M. his Wife, or one of them, in Hand well and truly paid by the said G. J. at, &c. the Receipt, &c. they the said R. Y. and M. his Wife **have**, and each of them **hath** granted, demised, bargained and sold, and by these Presents **do**, and each of them **doth** grant, &c. unto the said G. J. his Executors, Administrators and Assigns, all that the before mentioned Messuage, &c. **To have and to hold** the said Messuage, &c. with their and every of their Appurtenances, unto the said G. J. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of 500 Years, from thence next ensuing, and fully to be compleat and ended; (**Subject nevertheless** to the Payment of the sixth Part of them the said R. Y. and M. his Wife, of and in the said Principal and Interest Monies so secured to the said E. W. and charged and allotted on the same Premises as aforesaid; **yielding and paying** therefore yearly and every Year, during the said Term on the Feast-Day of St. Michael the Archangel, the Rent of one Pepper-corn only, if the same shall be lawfully demanded: **And this Indenture further witnesseth**, that for and in Consideration of the said Sum of 50*l.* of like lawful Money to them the said J. B. and L. his Wife, or one of them, in Hand also well and truly paid by the said G. J. at or before the Executing of these Presents, the Receipt, &c. do hereby acknowledge, and thereof, and of every Part thereof, do hereby severally acquit, exonerate and discharge the said G. J. his Executors, Administrators and Assigns, they the said J. B. and L. his Wife **have**, and each of them **hath** granted, &c. and by these Presents **do**, and each of them **doth** grant, &c. unto the said G. J. his Executors, Administrators and Assigns, **All that, &c. To have and to hold** the said Messuage, &c. unto the said G. J. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of 600 Years, from thence next ensuing, and fully to be compleat and ended; (**Subject nevertheless** to the Payment of the sixth Part of them the said J. B. and L. his Wife, of and in the said Principal and Interest Monies so secured to the said E. W. and charged and allotted on the same Premises as aforesaid, and as to the same Premises subject also to the Payment of the said several and respective Sums of 21*l.* 21*l.* 21*l.* 57*l.* and 75*l.* so charged and payable thereon to them the said M. Y. A. W. E. B. J. P. and F. B. by the said recited Certificate, in Manner as aforesaid; **yielding and paying** therefore yearly and every Year, during the same Term for the same Premises, on the Feast-Day of St. Michael the Archangel, the Rent of one Pepper-corn only (if the same shall be lawfully demanded); **And** for the further and better securing Payment of the said several and respective Sums of 116*l.* and 50*l.* together with Interest for the same, unto the said G. J. his Executors, Administrators and Assigns, in Manner as herein after mentioned, and also for the Conveying and Assuring of the said several hereby demised Messuages or Tenements, Hereditaments and Premises, to and for the several Uses, Intents and Purposes herein after mentioned and limited of and concerning the same respectively, subject nevertheless in Manner as aforesaid, he the said R. Y. for himself, and for the said M. his Wife, and for their respective Heirs; **And, &c. (Covenant that R. Y. and M. his Wife, and J. B. and L. his Wife levy a Fine) And, &c. (Declaration of the Uses of the Fine);** (that is to say) **As** to, for and concerning the said first hereby demised Messuage or Tenement, Yard, Hereditaments and Premises, with their Appurtenances so granted and demised by the said R. Y. and M. his Wife, unto the said G. J. as aforesaid, and as the same

The like as to Mr. B. for 50*l.* and Interest.

First Consideration as to Mr. Y. and his Wife's Demise for securing the 116*l.* and Interest.

Second Consideration as to Mr. B. and his Wife's Demise for securing 50*l.* and Interest.

As to the Fine from both Grantors and their Wives.

As to Mr. A.'s Part of Premises.

Premises

Premises now are in the Occupation of the said *R. W.* or his Assigns; **Subject nevertheless** as to the same Premises, as the same are herein before subject and charged, **And so subject**, then to the Use and Behoof of the said *G. J.* his Executors, Administrators and Assigns, for and during the said Term of 500 Years so granted to him of and in the same Premises as aforesaid, for the better Corroborating and Strengthening of the same Term; and from and immediately after the End, Expiration, or other sooner Determination of the said Term of 500 Years and Payment of the said 116*l.* and Interest, hereby secured on the said Premises and subject thereunto; then as to all and singular the same Hereditaments and Premises, to the only Use and Behoof of the said *R. Y.* his Heirs and Assigns for ever, and to, for and upon no other Use, Intent or Purpose whatsoever; And as to, for and concerning the said other hereby demised Messuage or Tenement, Garden, Hereditaments and Premises so granted and demised by the said *J. B.* and *L.* his Wife, unto the said *G. J.* as aforesaid, and as the said Premises are now in the Occupation of the said *R. A.* or his Assigns, (subject nevertheless, as to the same Premises, in such Manner as the same are herein before charged in Manner as aforesaid, and so subject then to the Use and Behoof of the said *G. J.* his Executors, &c. for and during the said Term of 600 Years so granted to him of and in the same Premises as aforesaid, for the better Corroborating, &c. **Provided always**, and upon this Condition nevertheless, that if the said *R. Y.* his Heirs, Executors, Administrators and Assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said *G. J.* his Executors, Administrators or Assigns, the said Sum of 116*l.* of lawful Money of *Great Britain*, together with legal Interest for the same, at or in the common dining Hall of *New-Inn* aforesaid, on the — Day of — now next ensuing the Day of the Date hereof, without any Abatement, Deduction or Defalcation out of the same, or any Part thereof, for or in Respect of any Taxes, Charges, Payments or Assessments whatsoever, already or hereafter to be taxed, charged or assessed on the said Sum of 116*l.* or the growing Interest thereof, or on the said Premises charged with the Payment thereof, or on the said *G. J.* in Respect thereof, by Parliament, or otherwise howsoever; that then the said Term of 500 Years herein before limited of and in the same Premises, shall from thenceforth cease, determine, and be utterly void and of none Effect, to all Intents and Purposes whatsoever; any Thing herein contained to the contrary thereof in any wise notwithstanding; (*usual Covenants*): **And also** that he the said *R. Y.* his Heirs, Executors, Administrators or Assigns, at his and their own proper Costs and Charges, shall and will, from Time to Time, and at all Times, during the Continuance of the Security by him hereby made, insure and continue to be insured in the Office of the Amicable Contributionship or Society, commonly called *The Hand in Hand Office*, or in some other publick Office of Insurance from Fire, to be approved of by the said *G. J.* his Executors or Assigns, upon the said hereby demised Messuages and Premises comprised in the said Term of 500 Years, the Sum of 200*l.* at the least, and that the Benefit and Advantage, as well of all Insurances already or hereafter to be made on the same Premises, and all Monies arising thereby, shall go and be for the Benefit of the said *G. J.* his Executors and Assigns, during the Continuance of the said Security, for the better securing Payment to him and them of the said Sum of 116*l.* and Interest, subject nevertheless to the aforesaid Proviso for Redemption; and it is hereby agreed and declared by and between all the Parties to these Presents, that until a Failure shall be made in Payment of the said Sum of 116*l.* and Interest, or some Part thereof, (contrary to the true Intent and Meaning of these Presents) it shall and may be lawful to and for the said *R. Y.* his Heirs and Assigns, peaceably and quietly to have, receive, take and enjoy the Rents, Issues and Profits of the said Premises comprised in the said Term of 500 Years, to his and their own Use and Uses, without any Let, Suit, Trouble, Hindrance, Disturbance, Molestation or Interruption, of or by the said *G. J.* his Executors, Administrators or Assigns, and without any Account to be to him or them given or rendered for the same: **Provided always**, and upon this further Condition nevertheless, that if the said *J. B.* &c. (*The like Proviso and Covenants as before in Mr. Y.'s Demise of his Part, &c.*).

As to Mr. B.'s
Part of Pre-
mises.

Proviso as to
Mr. Y.'s Part
of Premises.

To keep Pre-
mises insured.

Mortgage of Copyhold Premises by Surrender, November the 23d 17—

Manor of F.
in the Coun-
ty of H.

Memozandum, that the Day and Year above written Sir T. S. S. Bart. (one of the Customary Tenants of the Manor aforesaid) did out of Court surrender by the Rod into the Hands of the Lord of the said Manor, by the Hands and Acceptance of *J. W.* Esq; Deputy Steward of the said Manor, according to the Custom of the said Manor, All that Messuage, &c. which said three last mentioned Messuages or Tenements, Farms

Farms and Premises, are holden of the Manor aforesaid by Copy of Court-Roll — together with all Ways, Waters, Watercourses, Commons, Profits, Commodities and Appurtenances whatsoever, to all and singular the said Premises belonging or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part and Parcel thereof, **To the Use and Behoof of W. P. W. of, &c.** his Heirs and Assigns for ever, upon the Condition following, *viz.* **Provided always**, and upon Condition nevertheless, that if the said Sir T. S. S. his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the said W. P. W. his Executors, Administrators or Assigns, the Sum of 3150*l.* of, &c. in Manner following, *viz.* the Sum of 75*l.* Part thereof on the 23d Day of *May* now next ensuing, and the Sum of 3075*l.* Residue thereof on the 24th Day of *November*, which will be in the Year of our Lord 17 — without any Deduction or Abatement out of the same, by Reason of any Taxes or upon any Account whatsoever, then this present Surrender shall be void and of no Effect, or else to remain in full Force and Virtue.

This is a true Copy of the Original Surrender
taken by me (the Day and Year above written)
J. W. Deputy Steward of the said Manor.

T. S. S.

A Deed for making Interest Money Principal, and for securing a further Sum lent.

(By Indorsement.)

Whereas the within Principal Sum of 10000*l.* and the several Principal Sums of 500*l.* and 500*l.* mentioned in the two Indorsements on the Back of the second Skin of this Deed, and the above mentioned Principal Sum of 800*l.* are due and owing from the within named Sir W. D. to the within named W. **And whereas** the Sum of 293*l.* 17*s.* 6*d.* is due to the said W. from the said Sir W. D. for the Interest of the said several Principal Sums of 10000*l.* 500*l.* 500*l.* and 800*l.* computed to the 10th Day of *May* last past: **And whereas** the said Sum of 293*l.* 17*s.* 6*d.* is agreed to be made Principal Money: **Now these Presents witness**, that for and in Consideration of the said Sum of 293*l.* 17*s.* 6*d.* so due from the said Sir W. D. to the said W. for Interest as aforesaid, and to the Intent the same may from henceforth be Principal Money, and for and in Consideration of the further Sum of 6*l.* 2*s.* 6*d.* of, &c. by the said W. to the said Sir W. D. in Hand well and truly lent and paid at or before the Sealing and Delivery of these Presents, the Receipt whereof the said Sir W. D. doth hereby acknowledge, (the said several Sums of 293*l.* 17*s.* 6*d.* and 6*l.* 2*s.* 6*d.* amounting together to the Sum of 300*l.*) The said Sir W. D. doth hereby for himself, his Heirs, Executors and Administrators, covenant, agree and declare to and with the said W. his Executors, Administrators and Assigns, that the Manors, Messuages, Advowson, Lands, Tenements and Hereditaments within mentioned to be limited unto and to the Use of the said W. and his Heirs, and the several within mentioned Terms of 900 Years, 800 Years, and 2000 Years of and in the same Manors, Hereditaments and Premises, shall as well be liable to, and a Security for the Payment of the said Sum of 300*l.* and Interest for the same, after the Rate of 5*l.* per Cent. per Ann. (from henceforth to be computed) unto the said W. his Executors, Administrators and Assigns, for the said two several Principal Sums of 500*l.* and 500*l.* mentioned in the said two Indorsements written on the Back of the said second Skin of this Deed and the Principal Sum of 800*l.* above mentioned, with Interest for the same, as in the said Indorsement and above are mentioned, and for the said within mentioned Principal Sum of 10000*l.* and Interest, as is within mentioned, (all which said several Principal Sums of 10000*l.* 500*l.* 500*l.* 800*l.* and 300*l.* do amount together to 12100*l.* Principal Money): **Provided always**, that if the said Sir W. D. his Heirs, Executors, Administrators or Assigns, shall well and truly pay, or cause to be paid unto the said W. his Executors, Administrators or Assigns, the Sum of 301*l.* 8*s.* 3*d.* of good, &c. on the 10th Day of *November* next ensuing the Day of the Date hereof, 12402*l.* 10*s.* of like lawful Money on the 10th Day of *May* next ensuing the Day of the Date hereof, that then this present Indorsement shall be void and of none Effect, and the several Securities for the same to be assigned or surrendered as the said Sir W. D. his Heirs or Assigns shall direct, at his and their Cost and Charges, or else shall remain in full Force and Virtue. **In Witness** whereof the said Sir W. D. hath hereunto set his Hand and Seal the fourth of *June* 17—.

Another

Another Indorsement for making Interest Principal, to be indorsed on the last Indorsement.

Memorandum, **W**hereas the Sum of 301 l. 8 s. 3 d. was due from the above named Sir *W. D.* to the above named *W.* upon the 10th Day of *November* now last past, for Interest of the above mentioned Sum of 12100 l. **A**nd whereas the said Sir *W. D.* has paid unto the said *W. P. W.* towards the Discharge of the said Interest, no more than the Sum of 1 l. 8 s. 3 d. so that there now remains due to the said *W.* the Sum of 300 l. for Interest Money: **N**ow the said Sir *W. D.* doth hereby declare and agree to and with the said *W.* that the said Sum of 300 l. shall be from henceforth accounted and made, and is hereby made and agreed to be made Principal Money, and from henceforth to carry Interest after the Rate of 5 l. per Cent. per Ann. and that the above and within mentioned Manor, Hereditaments and Premises, shall be charged as well with the said Sum of 300 l. and the Interest for the same at 5 l. per Cent. (being —) as for the above mentioned Sum of 12402 l. 10 s. to be paid on the above mentioned 10th Day of *May* next: **P**rovided always, and the same are to be redeemable by the said Sir *W. D.* his Heirs, Executors, Administrators or Assigns, upon his, their or any of their paying unto the said *W.* his Executors, Administrators or Assigns, the said several Sums of 12402 l. 10 s. 300 l. and — being the Interest for the said 300 l. as aforesaid, (amounting in the Whole to the Sum of —) on the above mentioned 10th Day of *May* next. **I**n Witness, &c.

Covenant to assign the Benefit of a Policy of Insurance for securing Money on Mortgage, &c.

AND whereas the said *J. E.* hath already, or intendeth to insure all and every the said granted Messuages, or Tenements and Premises, with their Appurtenances in *London* and *Middlesex*, from Loss or Damage by Fire: **N**ow the said *J. V.* for himself, his, &c. doth covenant, grant, promise and agree, to and with the said *J. C.* his, &c. that if Default of Payment shall happen to be made of — or the Interest thereof, or any Part thereof, that then he the said *T. N.* his, &c. shall and will assign, transfer and set over unto the said *J. C.* his, &c. all and every such Policy and Policies of Insurance from Loss or Damage by Fire, made or to be made for or upon the hereby granted or mentioned to be granted Messuage, or Tenements and Premises in *London* and *Middlesex*, or any of them, and the Benefit of all such Policies; and that the said *J. V.* his, &c. in the mean Time, and until such Assignment or Transfer be made, shall and will pay, make good and satisfy unto the said *J. C.* his, &c. all such Damage and Loss which shall or may happen by Fire to the said Premises, or any of them, or any Part of them.

Order.

An Order from Executors to a Mortgagee to pay (after deducting his Principal and Interest) the Surplus that the Premises amount to, to the Assignees of the Commission of Bankruptcy awarded against the Deceased.

KNOW, &c. That we *A.* and *B.* Executors of the last Will of the within named *P.* Do by these Presents **O**der and direct the within named *C.* to, and consent that he do, pay unto *D.* and Assignees, by Virtue of a Commission grounded upon the several Statutes made concerning Bankrupts, awarded against *Q.* the Partner of the within named *P.* the Sum of — l. of lawful, &c. being the full Purchase Money for the Tallies within assigned, after allowing to the said *C.* his full Principal Money and Interest: **A**nd we the said *A.* and *B.* Executors and Administrators, jointly and severally covenant, promise and agree, to and with the said *C.* that we the said *A.* and *B.* our Executors and Administrators, nor any of us, nor any by or thro' our Means or Privity, shall or will at any Time hereafter sue or prosecute the said *C.* his Executors, Administrators or Assigns, for or concerning the Tallies within assigned, or any Thing relating thereunto, nor shall or will claim any other Benefit or Advantage by or upon the Covenant within contained from the said *C.* for his Reassigning the said Tallies or Orders, or any Equity or Benefit

Benefit of Redemption to be thereupon had or taken; but of and from the said Covenants, and the Proviso or Condition within contained, and all Suits, Claims and Demands, in Law and Equity, concerning the same, we the said *A.* and *B.* Executors as aforesaid, do hereby acquit, release and discharge the said *C.* his Executors, Administrators and Assigns for ever, by these Presents. *In Witness, &c.*

Parcels, or the Things conveyed, With Exceptions.

Arable Land in a common Field.

ALL that one Piece of arable Land, being six Ridges and about an Acre, lying in a Field called the *West Field*, within the said Parish of *D.* in a Place of the said Field called the *Moors*, between the arable Lands of *L. M.* and *N. O.* North and South.

See the *General Words* at the End of this Title, and at the Words *Manor, Plantation.*

Brewhouse.

ALL that his Brewhouse, with all and singular the Appurtenances called *N.* situate, &c. in *D.* in the Parish of *F.* in the County of *G.* together with all Manner of Vessels and Utensils to the said Brewhouse belonging, or in any wise appertaining, viz. Two Horse-Mills, Price, &c. (and so set down the Rest): Or thus: And all the Rest of the Goods in the Schedule annexed mentioned; Or, Together with all Manner of Vessels and Utensils for Brewing, and otherwise, contained in a certain Schedule hereunto annexed.

A Close.

ALL that one Close of Mead-Ground, (or Pasture-Ground, or Arable Ground) situate, lying and being in *D.* in the County of *W.* commonly called or known by the Name of *G. Meadow*, being by Estimation five Acres, or thereabouts, now in the Occupation of the said *A. B.* or of his Assigns.

Common.

ALL such like Common of Pasture and Feeding for Cattle in such Commons, Wastes, and commonable Places, as the said *A. B.* or any other Tenant or Occupier of the said Premises hath, or at any Time heretofore have used to have or take by any Usage or Custom, for or by reason of the said Messuage, or Tenement and Premises, or any Part thereof; and also Common of Pasture for eight Beasts in the Common called — and Pasturage and Feeding for one Cow yearly, and for one Beast called a Yearling, every second or other Year, in a Place called the *Moor* in *W.* aforesaid; and all such, and the like, and as large Common of Pasture, going, feeding and depasturing of and for such Horses, &c. and Sheep, and other commonable Cattle levant and couchant, and to be levant and couchant in and upon the said Premises, or any Part thereof, in and upon and over all the waste Grounds, and other the commonable Grounds and Places in *D.* aforesaid, or elsewhere within the Manor of *H.* as the said *E. P.* the immediate Tenant in Possession, doth now usually take, for or by reason of the Premises.

Cottage.

ALL that Cottage or Tenement in *D.* aforesaid, wherein one *K. N.* doth now dwell, and the Garden and Orchard thereunto adjoining and belonging, the which the said *A. B.* did purchase of one *O. P.*

Custom-Wood.

AND twelve Loads of Custom-Wood yearly to be taken in the Custom-Woods of the Manor of *B.* by the Tenants of the said Messuage.

Dye-house.

ALL that Messuage of the said *A. B.* commonly used for a Dye-house, with all the Coppers, Fats and other Utensils now being in the House, and used and occupied to and with the same; and also all other the Dwelling-houses and other Rooms, with the Appurtenances, as the same late were in the Use or Occupation of *S. T.*

Farm.

ALL that his Farm called *L. Farm*, situate, &c. within the Parish of *D.* containing about — Acres of Land, Meadow and Pasture, now in the Tenure or Occupation, &c.

Fish-Ponds.

ALL those his three Pools, Ponds and Dams in *H.* in the County of *G.* whereof one is called — the other is called — and the third is called — and are Parcel of — all which said Pools and Dams, &c. the said *A. B.* hath and holdeth of the Demise and Lease of, &c.

Free Rent.

ALL that free Rent of 12 *d.* issuing out of certain Lands and Tenements in *D.* in the County of *G.* now in the Tenure of *H. J.* and being the Inheritance of the said *H. J.*

Granges.

ALL that his Grange called *D. Grange*, with the Rights, Members and Appurtenances thereto belonging, situate, lying and being in the Parish of *D.* in the County of *K.* now in the Tenure or Occupation of —

Half-Plough or Half-Hide of Land.

ALL that his Half-Plough or Half-Hide of Land, situate, &c. now in the Occupation, &c.

Honours, &c.

ALL those the Honours, Isles, Islands, Baronies, Villages, Towns, Castles, Seignories, Manors, Granges, Fold-Courses, Farms, Knight-Fees, Ox Ganges, Forests, Parks, Warrens, Messuages, Lands, Meadows, Pastures, Woods, Moors, Marshes, Furzes, Heaths, Commons, Common of Furze, Fishings, Advowsons, Hundreds, Ways, Ferries, Franchises, Rents, Advowsons in Grofs, Vicarages, Rivers, Mines, and all other the Lands, Tenements and Hereditaments of the said *A. B.* situate, lying and being within the County of *G.*

Inn.

ALL that Messuage of the said *A. B.* situate, &c. called or known by the Name of the *George Inn*, together with all and singular the Yards, Gardens, Stables, Orchards, Easements and Appurtenances thereunto belonging, or therewith now used and occupied, as the same were late in the Occupation of *S. T.*

A Manor, with the General Words.

ALL that the Manor of — with the Rights, Members and Appurtenances thereof in the County of — (except as is herein after excepted); and all and singular Messuages, Lands, Tenements, Meadows, Closes, Wastes, Waste-Grounds, Rents, Services, Royalties, Privileges, Franchises, Liberties, Courts, Perquisites and Profits of Courts, and Hereditaments whatsoever to the same Manor belonging, or in any wise appertaining, (except as is herein after excepted); and all that Messuage, &c. together with all and singular Houses, Out-houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Backsides, Curtilages, Home-stalls, Home-closes, Lands, Leys, Hades, Baulks, Meadows, Pastures, Feedings, Closes, inclosed Grounds, Commons and Common of Pasture, Common of Furze, Turfs, Common of Turbary and Estovers, Sheep-walks, Trees, Woods, Under-woods,

woods, Wastes, Waste-Ground, Weares, Waters, Fishings, Fisheries, Courts-Leet, Views of Frankpledge, Courts Baron, Warrens, Goods and Chattels of Felons, Estrays, Liberties, Rights, Royalties, Privileges, Jurisdictions, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Manor, Messuage, Mill, Clofes, Meadows, Lands, Tenements, Hereditaments and Premises, belonging or in any wise appertaining, or therewith now or late used, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or thereunto belonging (except, and out of these Premises always reserved, all that, &c.) **And** the Reversion and Reversions, Remainder and Remainders, and all and singular the yearly and other Rents, Issues and Profits of all and singular the said Premises, and of every or any Part or Parcel thereof, (except, &c.) **And also** all the Estate, Right, Title, Interest, Inheritance, Use, Trust, Possession, Reversion, Property, Claim and Demand whatsoever in Law and Equity, of them the said *A. B.* and *C.* and either or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their or any of their Use and Uses of, in, to and out of the said Manor, &c. and all and singular other the Premises herein before mentioned, or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, by any Ways or Means, Right or Title whatsoever and howsoever; together with all and singular Deeds, Evidences, Muniments, Counterparts of Leases, and other Writings whatsoever touching or concerning the said Premises only, or only any Part thereof, which now are in the Hands, Custody or Possession of the said *A. B.* and *C.* or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their or any of their Use or Uses, or which they or any of them can come by, without Suit at Law or in Equity, and likewise true Copies to be made at the Charges of the said *D.* and *E.* their Heirs and Assigns, of all such other Deeds and Writings which concern the said Premises, or any Part thereof, jointly with any other Messuages, Lands and Tenements.

General Words.

Manor.

ALL that the Manor of *H.* with the Appurtenances in — now or late in the Tenure or Occupation of the said *A. B.* and all and singular the Messuages, Granges, Mills, Tofts, Cottages, Curtilages, Dovehouses, Barns, Buildings, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Parks, Commons, Woods, Underwoods, Rents, Reversions, and all and all Manner of Tithes, of what Kind or Nature soever they be; and also all Fee-Farms, Waters, Fishings, Furze, Heaths, Moors, Marshes, Ways, Wastes or void Grounds, Escheats, Reliefs, Heriots, Courts, Profits of Courts, Courts-Leet, and Views of Frankpledge, and all that to the same Courts and Views of Frankpledge doth appertain, Goods and Chattels waived and strayed, Goods and Chattels of Felons, Fugitives and outlawed Persons, Fines, Amerciaments, Liberties, Privileges, and all other Profits, Commodities and Advantages in *H.* aforesaid, and elsewhere within the said County of — to the said Manor belonging, or in any wise appertaining, or accepted, reputed, or taken as Part, Parcel, or Member of the same Manor, in as large and ample Manner, as the said *A. B.* hath the same.

Meadow Ground in a common Mead.

ALL that Piece of Meadow-Ground of about one Acre, lying in a common Mead called the *Great Mead* in *D.* in the County of *G.* between the Pieces of Meadow-Ground of *L. M.* and *N. O.* East and West.

Messuage, Garden or Orchard and Lands, &c.

ALL that Messuage or Tenement, with the Appurtenances in *W.* in the County of *W.* wherein one *L. S.* doth now dwell, and all the Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Tenements and Hereditaments to the said (last mentioned) Messuage or Tenement, belonging or in any wise appertaining, or therewith usually occupied and enjoyed, all which are now in the Occupation of — as Undertenant of the said *A. B.* and are of the Value of — *l.* a Year, or thereabouts.

The like.

ALL that Capital Messuage or Manor-House in *W.* in the County of *G.* wherein the said *C. D.* now dwells, and all the Houses, Buildings, Courts, Outlets, Gardens and Orchards thereunto belonging or appertaining; and all the Lands, Meadows, Pastures, Woods

Woods and Grounds belonging or appertaining unto the same, which are hereafter particularly mentioned ; (that is to say) One Close of Meadow, &c.

The like.

ALL that Messuage or Tenement, with the Appurtenances, situate, lying and being within the Parish of *D.* in the County of *G.* and called by the Name of *C.* wherein one *S. T.* now dwelleth, and one Croft called *S.* and 30 Acres of Land thereunto belonging or appertaining, lying and being within the said Parish of *D.*

The like.

ALL that Messuage or Tenement, with the Appurtenances, situate, lying and being in *C.* in the Parish of *S.* in the said County of *G.* now in the Occupation of *E. P.* or wherein the said *E. P.* now dwells, and late in the Occupation of one *W. P.* and all Houses, Edifices, &c. containing in the whole by Estimation half a Yard-Land, or thereabouts, and namely, and more particularly one Garden, &c.

The like.

ALL that Capital Messuage, Farm or Mansion-House, commonly called *Howard House*, otherwise called the late dissolved *Charter-House*, situate and being within the County of *M.* with all and singular the Rights, Members and Appurtenances thereunto belonging and appertaining, and all that Garden and Orchard thereunto likewise belonging or appertaining, lying on the West Side of the said Messuage, and all that Parcel of Land and Ground adjoining to the said Orchard, and commonly called the Church-yard.

Mills, &c.

ALL those two Water-Grist or Corn-Mills, and one Fulling-Mill, with the Appurtenances, situate, lying and being in *D.* in the County of *G.* now in the Occupation of *S. T.* or of his Assigns, and 40 Acres of Land, Meadow and Pasture to the same adjoining, and usually occupied therewith, and all the Waters, Water-Courses, Ponds, Flood-Gates, Wears, Fishings, Profits, Commodities and Advantages thereunto belonging and appertaining.

Mines and Quarries.

AND all the Mines and Quarries of Iron, Brass, Tin, Coal, Lead and Stone, in and upon the said Premises.

Moiety of Messuages, Lands, &c.

AND one Moiety or Half-Part of all his Messuages, and of all the Lands, Tenements and Hereditaments of his, situate, &c.

Moiety of a fourth Part of Premises.

ONE full Moiety or Half-Part of the said fourth Part of all and singular the Premises so purchased by the said *A.* of and from the said *K.* and *L.* for the said Sum of — *l.* as aforeaid; **AND** all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Trust, Property, Benefit, Claim and Demand whatsoever, both in Law and Equity of him the said *A.* of, in, to and out of the same Moiety of the said fourth Part of the same Premises, or any Part thereof.

Ox-gang of Land.

ALL that his Ox-gang of Land, situate, &c. in *D.* within the County of *G.* now in the Tenure or Occupation, &c.

A Park lately disparked.

ALL that Park or inclosed Ground sometime used as a Park, and now or late disparked, commonly called or known by the Name of *H.* Park in the County of *R.* with the Rights, Members and Appurtenances thereof, and all Houses and Lodges therein or thereunto belonging.

Plantation

Plantation in Barbadoes.

ALL that the upper Plantation, Land or Ground of him the said *A.* commonly called or known by the Name of *K. Hall*, situate, lying and being in the Parish of *L.* in the said Island of *B.* and containing by Estimation 396 Acres, or thereabouts, be the same more or less; **And also** all Messuages, Tenements, Edifices, Erections, Buildings, Houses, Store-houses, Sugar-houses, Boiling-houses, Curing-houses, Still-houses, Mills and Kilns, erected, built, standing or being, or to be erected, built, standing or being in or upon the said Plantation, Land, Ground, Hereditaments and Premises, every or any Part thereof, with their and every of their Rights, Privileges, Members and Appurtenances; **And also** all Negroes and Slaves, Men, Women and Children, and the Increase and Progeny of the same Negroes and Slaves; **And also** all Horses, Cows, Oxen, Sheep and other Cattle whatsoever; **And** all Coppers, Stews, Ladles, Skimmers, Potting-Basons, Sugar-Pots, Stills, Still-Heads, Worms, Worm-Tubs, Coolers, Cisterns, Plantation-Tools, and all other Implements, Goods and Chattels whatsoever to the said Messuages, Buildings, Plantation, Land, Ground, Hereditaments and Premises hereby, or mentioned and intended to be hereby granted and released, every or any of them, or any Part thereof, belonging or in any wise appertaining, or with them or any of them used, occupied, possessed and enjoyed; **And also** all other the Messuages, Buildings, Lands, Ground and Hereditaments whatsoever of him the said *A.* situate, lying and being in the said Parish of *L.* in the said Island of *B.* with their and every of their Appurtenances, (**Except** and always reserved out of these Presents, and the Grant and Conveyance hereby made, or intended to be made, **All** that small Slip or Parcel of Ground of him the said *A.* lying and being in the said Parish of *L.* but being Part of and used and enjoyed with the lower Plantation, lying in the Parish of *M.* in the said Island of *B.* and all Erections, Buildings, Hereditaments, Plantations, Tools, Implements and Appurtenances whatsoever upon the said excepted small Slip or Parcel of Ground, or any Part thereof, now being thereunto belonging or appertaining, or therewith used and enjoyed); **All** which said Messuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utensils, Hereditaments, and other the Premises hereby mentioned or intended to be hereby granted and released (except before excepted) are now in the actual Possession of the said *F.* by Virtue of a Bargain and Sale to him thereof made by the said *A.* for the Term of one whole Year, in Consideration of 5*s.* to him paid by the said *F.* in and by one Indenture, bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uses into Possession, made and provided; **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues, Profits and Produce thereof, and of every Part and Parcel thereof; **And also** all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, both at Law and in Equity of him the said *A.* of, in, to or out of the said Messuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utensils, Hereditaments, and other the Premises hereby, or mentioned or intended to be hereby granted and released, or any of them, or any Part or Parcel thereof (except before excepted); **And also** all Deeds, Evidences, Writings and Records whatsoever, touching or in any wise concerning the same Premises, or any Part thereof, which he the said *A.* now hath in his Custody, or can come by without Suit in Law.

Plow-Land or Hide-Land.

ALL that his Plow-Land or Hide-Land, situate, &c. in *D.* now in the Occupation of *L. M.*

Prebend, Rectory and Parsonage.

ALL that the Prebend, Rectory and Parsonage of *G.* aforesaid, in the County of *H.* with all the Portions of *Q.* and *R.* in the said County of *K.* and all Messuages, Cottages or Tenements, Glebe-Lands, Lands, Meadows, Pastures, Feedings, Tithes, Oblations, Obventions, Profits, Waters, Fishings, Temporal Courts, Perquisites and Profits of Courts, Liberties, Franchises, Services and Hereditaments whatsoever, to the said Prebend, Rectory or Parsonage, or either or any of them, in any wise appertaining, or therewith then or thenceforth held, used, occupied or demised, as Part, Parcel or Member thereof; (**Except** and always reserved unto the said *F.* and his Successors, Prebendaries of the said Prebend of *G.* the Spiritual Courts and Jurisdictions Ecclesiastical, and the Advowson, Donation and free Disposing of the Vicarage of the Parish Church of *G.* aforesaid, when and so often as the same should become void.)

General Words.

Exception)

Rectory, Tithes and Advowson.

ALL that the Rectory, Parsonage and other Glebe-Lands of *H.* aforesaid, and all and every the Tithes of Corn, Grain, Hay, Wool, Lamb, Milk, Calf, and other the Tithes both Predial and Personal whatsoever, yearly coming, growing, arising, renewing, accreving or increasing, within the Town, Field, Precinct or titheable Places in the Parish of *H.* aforesaid; and also the Advowson, Gift, free Disposition and Right of Patronage of the Rectory and Church of the Manor of *H.* aforesaid.

Third Part of a Close.

AND the third Part, or one Part in three Parts to be divided, of all that his own Close of Meadow or Pasture, lying, &c. and commonly called or known by the Name of *P. Mead.*

Warren.

ALL that Warren called *B. Heath* Warren in *H.* aforesaid, in the County of *G.* bounded as following, between the Field of *L. M.* lying on the West Side thereof, and the Close of *K. T.* on the East Side thereof, &c. and the Liberty of feeding, keeping and killing of Conies of and within the said Ground called *B. Heath.*

Woods.

ALL those several Parcels of Wood and Coppice, and the several and respective Soils there, and the Wood-Land hereafter mentioned and expressed, with their and every of their Appurtenances, lying and being in *T.* in the said County of *G.* or within some other Place or Places within the said County of *G.* that is to say, one Parcel of Wood, commonly called by the Name of — and containing by Estimation five Acres, &c.

Yard-Land.

ALL that his Yard-Land, situate, &c. now in the Occupation, &c.

General Words.

AND all Houses, Edifices, Buildings, Barns, Gardens, Orchards, Lands, Curtilages, Yards, Meadows, Pastures, Feedings, Ground, Common of Pasture, Inclosures, Wastes, Waste-Grounds, Woods, Underwoods, Trees, Hedges, Hedge-Rows, Tithes, Oblations, Obventions, Ways, Waters, Water-Courses, Folds, Easements, Profits and Advantages whatsoever, held, used, occupied, demised or enjoyed, to or with the said Messuage or Tenement and Premises, or any Part thereof, thereto belonging or appertaining, or therewith held and enjoyed, or to or with the same, every or any of them, belonging or appertaining, or accepted, reputed, taken, known, demised or letten, as Part, Parcel or Member of them.

AND the Reversion and Reversions, Remainder and Remainders, of all and singular the Premises, with the Appurtenances.

AND all Rents, Reversions yearly, and other Profits whatsoever reserved, due or payable, or which may happen, upon or by Virtue of any Demise or Grant heretofore made of the Premises, or any Part thereof.

AND all the Estate, Right, Title, Use, Possession, Claim and Demand whatsoever of him the said *A. B.* of, in, and to the said Manors, Messuages and Premises, or of, in, or unto every or any Part thereof.

Deeds.

AND the said *A. B.* doth further, for the Consideration aforesaid, give, grant, bargain and sell unto the said *C. D.* his Heirs and Assigns for ever, **all** and every the Deeds, Evidences and Writings whatsoever in his Possession, or which he can come by without

without Suit in Law or Equity, touching or in any wise concerning only the said Premises, or any Part thereof only, and also the true Copies of all other Deeds, Evidences and Writings, which with or amongst any other Lands or Tenements do touch or concern the Premises, or any Part thereof, the same to be written and copied at the only Costs and Charges of the said C. D. and his Heirs and Assigns; all which the said A. B. doth for himself and his Heirs hereby covenant to and with the said C. D. to deliver or cause to be delivered to the said C. D. his Heirs or Assigns, within convenient Time after Request made in as good Sort as they now are.

Or thus briefly.

AND all Deeds, Evidences and Writings touching or concerning the said Premises only, or only any Part thereof.

Recital.

ALL which Premises were heretofore in the Possession of one L. M. and by him conveyed to O. B. and his Heirs, by whom the same were after conveyed to the said A. B. and his Heirs.

Partition.

An Indenture of Partition of a Garden between Tenants in Common.

THIS Indenture made, &c. Between H. T. of, &c. of the one Part, and H. H. of, &c. of the other Part, **Witnesseth**, That whereas Dame D. S. of, &c. Lease to the Partners Widow, by Indenture of Lease bearing Date, &c. hath for the Term of, &c. commencing from the Feast-Day of, &c. and for the yearly Rent of, &c. thereby reserved, to be due and payable at the four most usual Feast-Days or Terms in the Year, that is to say, &c. or within six Days next ensuing every of the said Feast-Days, by even and equal Portions, demised, granted and to Farm letten unto the said H. T. and H. H. their Executors, Administrators and Assigns, **All** that Piece or Parcel of Ground or Garden-Plot, situate, of Ground or Garden-Plot, lying and being in, &c. as it was then agreed to be reserved, containing in Length from North to South, &c. and in Breadth from East to West, &c. which said Piece or Parcel and the Buildings thereon. of Ground lieth near, &c. and adjoineth also unto, &c. and also all Buildings made or set up in or upon the said Piece or Parcel of Ground or Garden-Plot, or any Part thereof, and all Profits, Commodities and Appurtenances whatsoever to the same Premises, or every or any Part thereof, belonging or in any wise appertaining, together with free Ingress, Egress and Regress, in and thro' the King's Highway there only unto and from the said Piece or Parcel of Ground, as in the said recited Indenture of Lease, wherein also divers other Covenants, Grants, Articles and Agreements are contained, Relation being thereunto had, may more fully and at large appear: **And** for that the said Piece or Parcel of Ground or Garden-Plot, doth now, by Force and Virtue of the said recited Indenture of Lease, remain as the proper Goods and Estate of the said H. T. and H. H. in common, without any Tenants in Common want Partition. Partition or Division, which is not the Meaning of them, or either of them, but contrariwise, that they and each of them, their and each of their Executors, Administrators and Assigns, should and shall from henceforth be and remain sole and proper Owners of their several Parts of the said Piece or Parcel of Ground or Garden-Plot, and such Edifices and Buildings as now are thereupon erected, built and set up, at the equal Charges of the said H. T. and H. H. **And** the said H. T. and H. H. are contented and agreed that a perfect The same agreed to be made. Partition and Division shall be made of the said Piece or Parcel of Ground and Premises by the said recited Indenture of Lease demised, and such Edifices and Buildings as thereupon are erected, built and set up, in such Manner and Form as hereunder is expressed, The Partition. that is to say, **That** the said Piece or Parcel of Ground, and such Edifices and Buildings as thereupon are erected, built and set up, shall be divided in the Midst, by a strait Line directly drawn from the North to the South; and that the said H. T. his, &c. shall have H. T.'s Share. and enjoy all that Easterly Half-part of the said Ground and Buildings which are situate and being towards, &c. and that the said H. H. his, &c. shall have and enjoy all the Westerly

H. T.'s Cove-
nant.

Peaceable En-
joyment.

H. H.'s Co-
venant.

Peaceable En-
joyment.

Repairs.

H. H.'s Co-
venants.

Rent.

Mending a
Bridge.

Rent.

H. T.'s Co-
venants.

Repairs.

Westerly Half-part of the said Piece or Parcel of Ground and Buildings, which are situate and being towards, &c. and free Ingress, Egress, Regress, Course, Recourse, Passage and Way unto and from the same, by and thro' the Gate there standing and being on the East Part of the said Piece or Parcel of Ground at the North End thereof, and so directly overthwart the Ground mentioned and appointed to be Part of and belonging to the said H. T. from Time to Time, and at all Times hereafter, and until the End, Expiration, or other Determination of so many Years of the said Term of, &c. as are now to come and unexpired, in and by the said recited Indenture of Lease mentioned to be granted as aforesaid: **And** the said H. T. &c. doth covenant, &c. to and with the said H. H. his, &c. and to and with every of them by these Presents, in Manner and Form following, that is to say, That he the said H. H. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Westerly Parcel of Ground and Buildings above by these Presents mentioned and allotted to be belonging unto the said H. H. from the Day of the Date hereof, for and during and unto the full End and Expiration of so many Years of the said Term of, &c. as are to come and unexpired, in and by the said recited Indenture of Lease granted as aforesaid, without any Manner of Let, Suit, Trouble, Denial, Eviction, Expulsion, Forfeiture, Recovery or Interruption of or by the said H. T. his, &c. or of or by any other Person or Persons lawfully claiming, or which at any Time hereafter shall pretend, claim, or lawfully demand any Estate, Right, Title or Interest of, in or to the same, by, from or under him, them or any of them, or by his or their or any of their Assent, Consent, Right, Title, Means, Sufferance or Procurement: **And** the said H. H. for, &c. doth covenant, &c. to and with the said H. T. his, &c. by these Presents, in Manner and Form following, that is to say, That he the said H. T. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Easterly Parcel of Ground and Buildings above by these Presents mentioned and allotted to be belonging unto the said H. T. from the Day of the Date hereof, for and during and unto the full End and Expiration of so many Years of the said Term of, &c. as are to come and unexpired, in and by the said recited Indenture of Lease, granted as aforesaid, without any Manner of Let, Suit, Trouble, Denial, Eviction, Expulsion, Forfeiture, Recovery or Interruption of or by the said H. H. his, &c. or of or by any other Person or Persons lawfully claiming, or which at any Time hereafter shall pretend, claim or lawfully demand any Estate, Right, Title or Interest of, in or to the same, by, from or under him, them or any of them, or by his or their or any of their Assent, Consent, Right, Title, Means, Sufferance or Procurement. **And further**, the said H. H. &c. doth covenant, &c. to and with the said H. T. his, &c. by these Presents, that he the said H. H. his, &c. or some of them, at his or their, or some of their own proper Costs and Charges, shall and will from Time to Time, and at all Times during the said Term, well and sufficiently repair, uphold and maintain all that Part or Portion to him allotted of the said Piece or Parcel of Ground above mentioned, and thereof shall acquit and discharge the said H. T. his, &c. **And also** that he the said H. H. his, &c. shall and will from Time to Time, and at all Times hereafter, during the Term of Years above mentioned, satisfy and pay, or cause to be paid unto the said H. T. his, &c. the yearly Rent of, &c. at the four most usual Feasts or Days of Payment in the Year, that is to say, &c. by even and equal Portions, for and in the Respect of his Part of the Rent reserved in and by the said Indenture of Lease. **And further**, that he the said H. H. his, &c. or some of them, shall and will from Time to Time, and at all Times hereafter, during the said Term, pay and discharge a rateable and proportionable Half-part of all such Charges and Expences as shall be expended, disbursed and laid out in and about the Repairing, Making up and Amending of the Bridge leading out of *L. Lane* in the above mentioned Premises. **And** if it shall happen the said yearly Rent of, &c. or any Part thereof, to be behind and unpaid, in Part or in all, contrary to the Form aforesaid, being lawfully demanded, that then, and at all Times thereafter, it shall and may be lawful to and for the said H. T. his, &c. or every or any of them, into and upon all that Part and Portion of the said Parcel of Ground above allotted, and appointed to be belonging to the said H. H. and into every Part thereof wholly to re-enter, and the same to have, hold and enjoy to his and their own proper Use and Behoof: **And** the said H. H. his, &c. and all other Occupiers of the Premises, from thence utterly to expel, put out and amove; this Indenture, &c. notwithstanding: **And** the said H. T. for himself, his, &c. doth covenant, &c. to and with the said H. H. his, &c. in Manner and Form following, *viz.* That he the said H. T. his, &c. or some of them, at his and their or some of their own proper Costs and Charges, shall and will from Time to Time, and at all Times hereafter during the said Term, well and sufficiently repair, uphold, maintain and keep all that Part or Portion to him allotted of

of the said Piece or Parcel of Ground above mentioned, and thereof shall acquit and discharge the said *H. H.* his, &c. **And also** that he the said *H. T.* his, &c. shall and will from Time to Time, and at all Times hereafter during the said Term, bear, pay and discharge a rateable and proportionable Half-part of such Charges and Expences as shall be disbursed, laid out and expended in and about the Repairing and Amending of the Bridge leading out of, &c. into the above mentioned Premises: **And further**, that he the said *H. T.* his, &c. shall and will satisfy and pay, or cause to be paid unto the said *H. H.* his, &c. the Sum of, &c. in Lieu and full Satisfaction of all such Sum and Sums of Money as the said *H. H.* for his Part hath disbursed, or shall lay out and disburse in and about making and finishing of the Well, standing on the East Side of the above mentioned Parcel of Ground: **And** the said *H. T.* for himself, &c. doth covenant, &c. to and with the said *H. H.* his, &c. by these Presents, that he the said *H. T.* his, &c. shall and will from Time to Time, and at all Times hereafter, pay or cause to be paid unto the above named Dame *D. S.* her, &c. Rent-Gatherers or Assigns, the yearly Rent of, &c. at the four most usual Feasts or Days of Payment in every Year, or within the Time and Space of, &c. next ensuing every of the said Feast-Days, by even and equal Portions; and if it shall happen the same yearly Rent of, &c. to be behind and unpaid, in Part or in all, contrary to the Form aforesaid, being lawfully demanded; and that the said *H. H.* his, &c. shall not be found in Arrearages for Non-payment of his aforesaid Rent of, &c. or any Part thereof; that then, and at all Times hereafter, it shall and may be lawful to and for the said *H. H.* his, &c. and every or any of them, into and upon that Part or Portion of the said Parcel of Ground above allotted, and appointed to be belonging unto the said *H. T.* and into every Part thereof wholly to re-enter, and the same to have, hold and enjoy, to his and their own proper Use and Behoof; and the said *H. T.* his, &c. and all other Occupiers of the Premises, from thence utterly to expel, put out and amove; this Indenture, &c. notwithstanding: **And** it is covenanted, granted, concluded and mutually agreed upon by and between the said Parties *H. T.* and *H. H.* for themselves, their several Executors and Administrators, and either of them, severally for himself, his Executors and Administrators respectively, doth covenant and grant to and with the other of them, his Executors and Administrators, by these Presents, in Manner and Form following, *viz.* That if they the said *H. T.* and *H. H.* or either of them, or the, &c. of them, or either of them, shall at any Time hereafter be minded to demise, let, or otherwise dispose of or put away their whole Estates of their several Parts of the said Piece or Parcel of Ground to them above severally allotted, or any Part thereof, that then he or they, or either of them, his or their, &c. being so minded to put away his or their Part of the said Piece or Parcel of Ground so allotted to them, or either of them as aforesaid, shall and will give Notice in Writing of such Will or Determination to the other of them, his, &c. may have the Refusal thereof before any other, giving or paying unto him or them, that shall be so minded as aforesaid, so much lawful Money of Great Britain, as any other will (*bona fide*) give or pay for the same. **In Witness, &c.**

Money for a Well.

Rent.

Mutual Covenants.

A Deed of Partition of Lands amongst Nephews and Nieces, to prevent Disputes as to their Uncle's Will.

THIS Indenture Sextipartite, made, &c. **Between** *M. C.* of — Spinster (Sister of *J. C.* late of — deceased) of the first Part, *W. M.* of — Gent. of the second Part, *S. M.* of — Esq; and *A.* his Wife of the third Part, *S. M.* of — Spinster, of the fourth Part, (which said *W. M.* *A. M.* and *S. M.* are the Son and Daughters of *S. M.* deceased, another Sister of the said *J. C.* deceased) *P. C.* of — Spinster, Daughter and only Child of *T. C.* deceased (late Brother of the said *J. C.* deceased, of the fifth Part, and *C. S.* of — Esq; and *W. P.* of — Gent. of the sixth Part. **Whereas**, &c. (*Recital of J. C.'s Will, by which he devised Freehold Messuages, &c. to his Sister M. C. and her Assigns for Life, and after her Death between his Nephew W. M. and his three Nieces A. M. S. M. and P. C. their Heirs, &c. as Tenants in common; and Copyhold Premises to his Niece S. M. her Heirs, &c. and 3000 l. to his Sister M. C. to be disposed of as she should think fit; appointed his Brother-in-Law C. S. and W. P. Trustees to be aiding to his Sister M. C. his Executrix, whom he makes Residuary Legatee*): **And whereas** the said Testator *J. C.* departed this Life in or about the Month of — now last past, and at the Time of his Death, besides what is particularly devised to his Niece the said *S. M.* and her Heirs, as herein before recited, he the said Testator was seised of the Manors, Messuages, Lands, Farms, Marshes, Tenements and Hereditaments following, *to wit*, of, &c. all which Premises are herein after granted and released, and more particularly mentioned and described: **And**

Parties Names.

Recitals. Will.

Testator's Death.

Seised of Premises not devised.

After making Will, sold other Premises.

By the Will it appears that his Sister M. C. should have an Estate for Life in all his Messuages, &c. (except what given to S. M.) and that after M. C.'s Death all the Premises should be divided amongst his Nephews and Nieces.

Partition agreed upon.

Estimate of the Testator's Estate and Value thereof, and Shares agreed upon.

Considerations.

Whereas the said Testator J. C. after the making of his said Will, sold and disposed of and conveyed away, in Exchange for other Part of the said Premises, the Estates herein before mentioned and recited to have been by him the said J. C. bought of the Devisees and Heirs of the said D. R. **And whereas** by the said Will it appears to be the said Testator's Intention, that his said Sister M. C. should have an Estate for Life in all his Messuages, &c. whatsoever, which he then had or should any ways descend or come to him at any Time before his Departure out of this Life (except what is so as aforesaid particularly given and devised to his Niece the said S. M. and her Heirs) and that after the Decease of the said M. C. all the said Premises should go to and be divided among his said Nephew W. M. and his said three Nieces the said A. M. S. M. and P. C. and their respective Heirs, several Parts and Parcels of which said Messuages, Lands, Tenements and Hereditaments, although by the said Testator purchased in the Name of the said Testator's Sister M. C. were yet in Trust for the said Testator and his Heirs, and are so admitted to be by the said Will; and the said M. C. is likewise intitled by the said Will to 300 l. as aforesaid, which she had Power to dispose of at her Death as she should think fit: **And whereas** to avoid all Disputes concerning the Effect and Validity of the said Will, or the Need of any Republication thereof, and in order to make a Partition and Division of all and every the Manors, &c. of which the said Testator died seised or possessed of, unto and among them the said W. M. A. M. S. M. and P. C. (the Nephew and three Nieces of the said Testator) and to settle the same upon them in Severalty in such Parts and Proportions and in such Manner and Form as herein after is mentioned; the said Parties to these Presents have amongst themselves, by mutual Agreement and Consent, elected and chosen the several Parts and Proportions of the said Estate and Estates hereby limited and conveyed to or to the Use of him her or them respectively, at and for his her or their full Share and Purparty, in and unto and in full Recompence and Satisfaction of his her or their Right, Title, Claim and Demand, into and out of all and every the Messuages, Lands, Tenements and Hereditaments whatsoever, of which the said Testator J. C. died seised or possessed. **And** the said M. C. for the general Advantage of all Parties, hath agreed to join in the Conveyances and Settlements intended to be made of the said several Messuages, &c. for the Purposes aforesaid; and to relinquish her Estate for Life or other Interest in the same, receiving in Lieu and Compensation thereof, from the said W. M. S. M. and A. his Wife, S. M. and P. C. respectively, certain Annuities or annual Payments to be made to her during her Life: **And whereas**, for facilitating the said Partition, and in order to make the same with the greater Equality, an Estimate has been made of all the said Messuages, &c. whereof the said J. C. was seised or interested in at his Death, situate, &c. whereby it does appear that the Manors, &c. late of the said J. C. situate, &c. are valued at — which it is agreed by and between the said Parties to these Presents, shall be the Share and Purparty of the said P. C. who doth accept the same accordingly; and the several Messuages, &c. late of the said J. C. situate, &c. which are agreed by and between the said Parties to these Presents, to be the Purparty and Share of him the said J. M. in Manner as after mentioned, and the said W. M. doth accept the same accordingly, and the said Messuages, &c. situate, &c. are valued at — which it is agreed by and between the said Parties to these Presents, shall be the Purparty and Share of the said S. M. and A. his Wife, in Case he will accept the same, subject to the Payment of — to the said S. M. in such Manner as herein after mentioned; and the said S. M. and A. his Wife do accept the same accordingly; and the said — situate, &c. are valued at — which with the said several Sums of — and — to be paid to her the said S. by the said W. M. and the said S. M. and A. his Wife respectively, for Owelty of Partition, are agreed by and between the said Parties to these Presents, to be the Purparty and Share of her the said S. M. and the said S. M. doth accept the same accordingly: **Now this Indenture witnesseth**, that for the Ends, Intents and Purposes aforesaid, and for the making a full perfect and effectual Partition and Division of the said Messuages, &c. whereof the said J. C. died seised, and securing to each of them the said W. M. S. M. and A. his Wife, S. M. and P. C. and their respective Heirs, the several Shares and Purparties herein before agreed upon, and by them respectively accepted in Manner as aforesaid; and that every and each of them may hold and enjoy such his, her and their Shares and Purparties in Severalty, to him her and them, and his, her and their respective Heirs and Assigns; and for and in Consideration of the several Sums of 10s. apiece, of lawful Money to them the said M. C. W. M. S. M. and A. his Wife, S. M. and P. C. in Hand paid by the said C. S. and W. P. at or before the Executing of these Presents, the Receipt whereof is by them respectively acknowledged; and also to the Intent that the said Manor, &c. herein after mentioned and intended to be hereby granted and released, shall and may be settled, assured and conveyed to and for the several and respective

spective Uses, Intents and Purposes herein after mentioned, limited and expressed, of and concerning the same; and for divers other good Causes, &c. they the said M. C. W. M. S. M. and A. his Wife, S. M. (Party hereto) and P. C. **Have**, and each of them **Doth** Grant. granted, bargained, sold, aliened, released and confirmed, and by these Presents **Do**, and each and every of them **Doth** grant, &c. unto the said C. S. and W. P. (in their actual Possession, &c. made between the said M. C. W. M. S. M. and A. his Wife, S. M. (Party hereto) and P. C. of the one Part, and the said C. S. and W. P. of the other Part, and executed, &c.) and to their Heirs and Assigns, **All** that the Manor, &c. and also all and singular other the Manors, &c. (General Words) late of him the said J. C. deceased, or whereof or wherein he the said J. C. or any Person or Persons in Trust for him, at the Time of his Death, was or were seised of any Estate of Inheritance in Possession, Reversion, Remainder or Expectancy, situate, &c. together with all and singular Houses, &c. and also all the Estate and Estates, Right, &c. of them the said M. C. W. M. S. M. and A. his Wife, S. M. and P. C. any or either of them, of, in, unto or out of the said hereby granted and released Manor, &c. by Virtue of the said Will of the said J. C. or otherwise howsoever, and also all the Deeds, &c. **To have and to hold** the said Manor, &c. and all and singular other the Hereditaments and Premises herein before mentioned and intended to be hereby granted and released, with their and every of their Appurtenances, unto them the said C. S. and W. P. their Heirs and Assigns; **Nevertheless** to and for the several and respective Uses, Estates, Intents and Purposes herein after particularly mentioned, limited and expressed of and concerning the same respectively; that is to say, As to, for and concerning **All** that the said Manor, &c. together with all and singular Houses, &c. **To** the only proper Use and Behoof of the said P. C. her Heirs and Assigns for ever; and to and for no other Use, Trust, Intent or Purpose whatsoever; **And** as to, for and concerning **All**, &c. together with, &c. **To** the only proper Use and Behoof of the said W. M. his Heirs, &c. **And** as to, for, touching and concerning **All**, &c. together with, &c. **To** the Use and Behoof of the said S. M. and his Heirs, by the Direction and Appointment of her the said A. M. that her Share and Purparty of the same Premises should go unto and be vested in him the said S. M. and his Heirs, he having, previous to the Execution of these Presents, made an additional Provision or Settlement for her in lieu of the Estate so limited to him and his Heirs; **And** as for, touching and concerning **All**, &c. together, &c. **To** the only proper Use and Behoof of the said S. M. (Party hereto) her Heirs and Assigns for ever; and to and for no, &c. **And this Indenture further witnesseth**, that for the Equality of the said Partition, he the said W. M. hath paid unto the said S. M. (Party hereto) the Sum of 150*l.* the said S. M. hath also paid to the said S. M. (Party hereto) the Sum of 350*l.* at or before the Sealing and Delivery of these Presents, in full Satisfaction and Discharge of the said several Sums of 150*l.* and 350*l.* to which their several Shares and Purparties of the said Premises were subject for the Owelty of the Partition as aforesaid; the Receipt of the said several Sums of 150 and 350*l.* the said S. M. doth thereby acknowledge, and thereof, and every Part thereof, doth respectively acquit, exonerate and discharge the said W. M. and S. M. and A. his Wife respectively, and their respective Heirs, Executors, Administrators and Assigns; and the said respective Shares and Purparties of the said Manors, &c. limited in Use to them respectively as aforesaid; **And**, &c. (Covenant for all the Parties to levy a Fine, Vid. Tit. **Covenants**. *And how it shall enure that M. C. W. M. S. M. and A. his Wife, have done no Act to incumber P. C.'s Share, that P. C. shall quietly enjoy; and for further Assurance; and the like Covenants as the three last before as to the separate Parts of W. M. S. M. and A. his Wife and S. M.)* **And whereas** the before mentioned several Allotments and Shares, or Purparties of the said several Lands, &c. are intended to comprehend all the respective Lands, &c. whereof the said J. C. was seised, or whereunto he was intitled at the Time of his Death, situate, &c. whether the same should hereafter appear to be Freehold or Copyhold or Customary Estates which will not pass by Deed or otherwise than by Surrender; it is hereby mutually agreed and declared by and between the said Parties to these Presents, and each of them the said M. C. W. M. S. M. and P. C. for themselves severally and respectively; and for their several and respective Heirs and Assigns, **Do**, and each of them **Doth** mutually and reciprocally covenant, promise and agree, to and with each other, and to and with the Heirs and Assigns of each other, by these Presents, that, &c. (Covenant to surrender the said Copyhold Lands): **Provided always**, and it is hereby further agreed and declared by and between all the Parties to these Presents, and each and every of them the said M. C. &c. for themselves severally and respectively, and not jointly one for the other of them, and for their several and respective Heirs and Assigns, **Do**, and each of them **Doth** covenant, promise, grant and agree, to and with the Heirs and Assigns of each other severally and respectively by these Presents, that, &c. (Covenant)

Grant.

Habendum.

Uses.

Sums paid to equal the Partition, Shares and Purparties of the Premises.

Covenants.

Legacy to
be raised out
of the perso-
nal Estate.

(Covenant) any thing therein contained to the contrary thereof in any wise notwithstanding. And this Indenture further witnesseth, that the said M. C. not having been yet paid or satisfied the said Legacy of 3000*l.* herein before mentioned to be given unto her, by the said last Will and Testament of the said J. C. is desirous that the same should be raised, paid and satisfied in Manner hereafter expressed; and for the Consideration aforesaid **Wath**, and by these Presents doth direct and appoint the said Legacy of 3000*l.* or so much thereof as shall remain unsatisfied at the Time of her Decease, shall be raised by and out of the personal Estate of the said J. C. which shall remain after his Debts, Funeral and other Legacies shall be fully paid; and when raised, shall be paid unto them the said W. M. S. M. and P. C. and their respective Executors or Administrators in equal Proportions, Share and Share alike: **Provided always**, that such Part of the said Legacy of 3000*l.* as cannot be raised out of such remaining personal Estate of the said J. C. in Manner as aforesaid, shall not affect the said Testator J. C.'s real Estate, but shall and is hereby declared by the said M. C. to be absolutely released and discharged: **Provided also**, that no Part of the said Legacy of 3000*l.* shall in any wise hinder or obstruct the full Payment and Discharge of all the Debts and all other the Legacies specified and given by the said Testator, in and by his said last Will and Testament, but shall only be and remain a Charge upon and payable out of the Testator's personal Estate, after all his Debts and Funeral Expences, and other Legacies, shall be fully satisfied and discharged. **In Wit-**
ness, &c.

Another in a different Form.

Articles of Agreement, &c. indented, &c. **Between** T. B. of, &c. (only Son of E. B. of, &c.) of the one Part, and P. B. of, &c. Spinster, (only Daughter of the said E. B.) of the other Part. **Whereas** T. L. &c. (*Recital of the Will*): **And whereas** the said T. B. and P. B. Parties hereto, are the only Children of the said E. B. and both of them have attained their respective Ages of 21 Years, that is to say, the said T. B. is of the Age of — and upwards, and the said P. B. is of the Age of — and upwards: **And whereas** the said M. L. the late Wife of the said T. L. and the said P. B. (one of his Nieces) being both Dead, she the said E. B. (the other of his said Nieces) by Virtue of the said recited Will of the said T. L. is now intitled to receive and take the Rents and Profits of the said Freehold Messuages, Lands, Tenements and Hereditaments, situate in the Parishes of N. S. B. and C. in the Counties of B. and H. aforesaid, as also in the said Parishes of M. A. and C. during her natural Life; with Remainder after the Death of the said E. B. as to the said Lands in the Counties of H. and B. to her Children the said T. B. and P. B. or such of them as shall be living at the Death of her the said E. his, her or their Heirs, by Virtue of which said Will of the said T. L. they the said T. B. and P. B. in case they should both survive the said E. B. will immediately after her Death be intitled in equal Moieties to them and their Heirs, of and in all and singular the said last mentioned Freehold Messuages, Lands, Hereditaments and Premises with their Appurtenances: **And whereas** they the said T. B. and P. B. having attained such Age as aforesaid, are by Virtue of the said Will of the said P. C. immediately after the Death of the said E. B. intitled under the Trusts therein created to the equitable Interest of and in the said two Leasehold Messuages or Tenements, *cum pertinentiis*, situate at the West End of St. P.'s London, late in the Occupation of the said A. W. and T. S. and now of J. W. and W. S. for the Residue of the Terms of Years therein mentioned, and for and during all such further Terms of Years as shall be renewed therein; and also they the said T. B. and P. B. having attained such Ages as aforesaid, they or such of them as shall survive the said E. B. their Mother, are by Virtue of the before recited Will of the said T. L. immediately after the Death of the said E. B. intitled to one third Part of his Personal Estate by him thereby devised upon the Trusts aforesaid; and whereof she the said E. B. is only to have the Interest and Produce during her Life as aforesaid, to be equally divided between them the said T. and P. B. if both of them should be then living; and likewise they the said T. B. and P. B. having attained such Age as aforesaid, are by Virtue of the said Will of the said P. C. immediately after the Death of the said E. B. in case they survive her, intitled to one third Part of her Personal Estate thereby devised in Trust as aforesaid, and whereof she the said E. B. is to have and enjoy the Interest and Produce during her Life as aforesaid; the same to be equally divided between them the said T. and P. B. **And whereas** they the said T. B. and P. B. have mutually and reciprocally agreed, that no Benefit of Survivorship or Advantage whatsoever shall be had or taken by either of them, for or by Reason of the Contingency of either of them dying in the Life-time of the said E.

E. their Mother, of, in or to the said Freehold or Leasehold Premises, or to any or either of the Personal Estates aforesaid: **And whereas** it is judged most Beneficial for each of them the said *T.B.* and *P.B.* Parties hereto, that such Estate and Interest in all the said Premises and Personal Estate, should be parted and partaken in equal Shares and Moieties, that the same may be a certain Abatement for them respectively, in case it shall happen that one of them only should survive the said Mother, and that the said Freehold and Leasehold Premises, as also the said third Part of the Personal Estate of the said *T.L.* and the said third Part of the Personal Estate of the said *P.C.* so devised in Trust as aforesaid, and wherein she the said *E.B.* is interested for her Life in Manner aforesaid, shall and may from the Time of her Death be equally divided and severally accrue to, and be held and separately enjoyed, received and taken in Moieties or equal Parts and Shares, immediately from and after the Death of the said *E.* between them the said *T.B.* and *P.B.* and by his and her respective Heirs, Executors, Administrators and Assigns, in case of his or her Decease in the Life-time of the said *E.B.* in the Right of him or her so dying before the other of them, free and discharged of and from all Right, Title and Claim of such of them the said *T.B.* and *P.B.* as shall survive the other, in such Manner as herein after is for that Purpose mentioned and expressed: **Now,** &c. That in Pursuance and Part Performance of the said recited Agreement, and for obviating all Doubts and Disputes which may or might arise concerning the Interest or Estate which they the said *T.B.* and *P.B.* or either of them, have or ought to have in the said Real or Personal Estates, and to the End, Intent and Purpose, that a full, perfect and absolute equal Division may be had and made between them the said *T.B.* and *P.B.* and their respective Heirs, Executors and Administrators, from the Time of the Death of the said *E.B.* as well of all and singular the said Freehold and Leasehold Premises, as of the said Personal Estates, *To hold* to each of them, their and each of their Executors or Administrators, from thenceforth as Tenants in Common and not as Jointenants; and in Consideration of the Covenant of her the said *P.B.* herein after contained, for her Conveying and Assigning unto the said *T.B.* or as he, (if living) or his Heirs, Executors or Administrators, in case he be dead, shall direct or appoint, of one Moiety of the same Freehold and Leasehold Premises, and one equal Half-part or Share of all such the said Personal Estates, in Manner as herein after is expressed; and also in Consideration of the Love and Affection which he the said *T.B.* hath for and beareth to his Sister the said *P.B.* and for her better present Advancement and more certain Provision, in case he shall happen to survive the said *E.B.* and the said *P.* shall die before her, and for divers other good Causes and Considerations him thereunto especially moving, **He** the said *T.B.* for himself, his Heirs, Executors and Administrators, and for every of them, **Doth** covenant, promise and agree to and with the said *P.B.* her Heirs, Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) That in case of the Death of her the said *P.B.* before the said *E.B.* and that he the said *T.B.* shall survive and outlive the said *E.B.* and *P.B.* then and in such case neither he the said *T.B.* or his Heirs, Executors or Administrators, shall at any Time hereafter have, take, demand or claim any Benefit or Advantage whatsoever of Survivorship, of, in or to the said several Freehold and Leasehold Premises, and Personal Effects, or any Part or Parcel thereof, by Virtue of the said recited Wills or either of them, or any Construction thereof to be made either in Law or Equity, or otherwise howsoever; **And also** that if he the said *T.B.* be living at the Death of the said *E.B.* he the said *T.B.* his Heirs, Executors or Administrators, shall and will within three Kalendar Months after the Death of her the said *E.B.* (at the Request, Costs and Charges of the said *P.B.* her Heirs, Executors, Administrators or Assigns, as by her or their Counsel learned in the Law shall be reasonably advised or required) by good and sufficient Conveyances and Assurances in the Law, be the same by Fine, Recovery or otherwise, and to be by him or them duly executed, levied and suffered, well and sufficiently grant, convey, assure and confirm unto and to the Use of the said *P.B.* if living, or to her Heirs and Assigns if she be dead, or to such other Person or Persons, and his and their Heirs, and to and for such Uses, Trusts, Estates, Intents and Purposes, to commence and take Effect from the Time of the Death of the said *E.B.* in such Manner as she the said *P.B.* or her Heirs shall direct, limit or appoint, free from all Charges and Incumbrances whatsoever, to be by him the said *T.B.* in the mean Time made, done, committed or suffered, of one undivided Moiety or Half-part of all and singular the said Freehold Messuages, Lands, Tenements and Hereditaments, *cum pertinentiis*, situate, lying and being in the said several Parishes of, &c. and also all the Estate, &c. in Trust for him or them, of, into or out of the said undivided Moiety or Half-part thereof; **And further** that he the said *T.B.* in case he shall survive the said *E.B.* or his Executors or Administrators within the Time aforesaid, shall and will at the like Charge

of the said *P.B.* her Executors or Administrators, by some proper Deed or Deeds in Writing to be by him or them also duly executed, well and sufficiently bargain, sell, assign, transfer and set over unto the said *P.B.* (if living) in case she shall be dead, then to her Executors, Administrators and Assigns, free from all Incumbrances by him or them done, committed or suffered, as well one full Moiety or Half-part of all the said Leasehold Premises, with the respective Appurtenances as the same late were, in the several Occupations of the said *A.W.* and *T.S.* and now of *J.W.* and *W.S.* or of their respective Undertenants or Assigns, as also one full Moiety or Half-part of all that the herein before mentioned Third Part of the Personal Estate, late of the said *T.L.* and one full Moiety of all that the Third Part of the Personal Estate of the said *P.C.* by the said several recited Wills respectively devised and given, or mentioned or intended so to be, in Trust for them the said *T.B.* and *P.B.* after the Decease of the said *E.B.* as aforesaid; **And also** all the Estate, Right, Title, Interest, Term of Years to come and unexpired, Benefit of Renewal, Property, Claim and Demand whatsoever, both in Law and Equity of him the said *T.B.* his Executors or Administrators, of, in and to such Moieties or Half-parts; **And also** shall and will within the said Space of three Months after the Death of the said *E.B.* at the like Costs and Charges of the said *P.B.* her Executors or Administrators, cause and procure the Trustees in the said respective Wills named, or the Survivor of them respectively, or his or their proper Representative, to assign, transfer and set over, all the Right, Title, Trust or Interest of such Trustee or Trustees, of, in or to a Moiety or Half-part of the said Leasehold, and of all other the said Personal Estates, and every or any other Part thereof, unto the said *P.B.* if living, or her Executors or Administrators, if she be then dead, upon her or their Request; **To have and to hold** such Moiety of the said Leasehold Premises unto the said *P.B.* if living, or to her Executors, Administrators and Assigns, if she be dead, from the Time of the Death of the said *E.B.* for and during all such Term or Terms of Years, as shall be in Being or then to come, of and in the same Premises, and also for and during all such further Term or Terms of Years as shall or may be granted or renewed therein: **Subject nevertheless** to the Payment of one Moiety of the yearly Ground Rent in and by the Original Indenture of Lease of the same Premises reserved, and also to the Performance of the several Covenants, Conditions and Agreements in the said Original Lease contained, as far as concerns her hereby intended to be granted Part or Share of the said Premises; **And to have**, hold, receive, take and enjoy the said Moiety or Half-part of the said respective Third Parts of the said Personal Estates of the said *T.L.* and *P.C.* from the Time of the Death of the said *E.B.* unto and to and for the only Use and Benefit of her the said *P.B.* if living, or of her Executors, Administrators and Assigns, if she be dead; And the said *T.B.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said *P.B.* her Heirs, Executors, Administrators and Assigns, that he the said *T.B.* hath not at any Time heretofore made, done or committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Premises or any Part thereof, is, are, can, shall or may be any ways impeached, charged or incumbered, in Title, Charge, Estate or otherwise howsoever; and that until such several Conveyances, Assignments or Assurances shall be had, made or executed, for confirming such intended Division of the said Real and Personal Estates, she the said *P.B.* her Heirs, Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, enjoy, renew and take to her and their own Use, immediately from and after the Death of the said *E.B.* one full Moiety or Half-part of the said Freehold, Leasehold and Personal Estates, in as full and beneficial Manner, as if such Conveyances and Assurances had been actually made, without the Lett, Suit, Trouble or Interruption of him the said *T.B.* or any Person or Persons claiming or to claim, by, from or under him: **And these Presents further witness**, That in Pursuance and full Performance of the said recited Agreement, upon the Considerations, and for the Ends, Intents and Purposes aforesaid, and also in Consideration of the Covenant of him the said *T.B.* herein before contained, and of the Love and Affection which she the said *P.B.* hath for and beareth to her Brother the said *T.B.* and for his more certain Provision in case she only should happen to survive her said Mother, and for divers other good Causes and Considerations her thereunto especially moving, she the said *P.B.* for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree to and with the said *T.B.* his Heirs, Executors, Administrators and Assigns by these Presents, in Manner and Form following, (that is to say) That in Case of the Death of him the said *T.B.* before the said *E.B.* and that she the said *P.B.* shall survive and outlive the said *E.B.* and *T.B.* then and in Case neither she the said *P.B.* or her Heirs, Executors or Administrators, shall at any Time have, take, demand

T.B. done no
Act to incum-
ber Premises.

Enjoyment till
concluded.

demand or claim any Benefit or Advantage whatsoever of survivorship, of, in or to the said several Freehold and Leasehold Premises and Personal Estate, or any Part or Parcel thereof, by Virtue of the said recited Wills or either of them, or by any Construction thereof in Law or Equity, or otherwise howsoever, and also that if she the said *P.B.* be living at the Death of the said *E.B.* she the said *P.B.* her Heirs, Executors or Administrators shall and will within three Kalendar Months after the Death of the said *E.B.* (at the Request, Costs and Charges of the said *T.B.* his Heirs, Executors, Administrators or Assigns, as by his or their Counsel learned in the Law shall be reasonably advised or required) by good and sufficient Conveyances and Assurances in the Law, be the same by Fine, Recovery or otherwise, and to be by her or them duly executed, levied and suffered, well and sufficiently grant, convey, assure and confirm, unto and to the Use of the said *T.B.* if living, or to his Heirs and Assigns if he be dead, or to such other Person or Persons, and to his and their Heirs, and to and for such Uses, Trusts, Estates, Intents, &c. (as before): **And** for the due and true Performance of all the Covenants, Grants, Matters and Things herein contained, the said *T.B.* doth bind himself, his Heirs, Executors, and Administrators, in the Sum of 5000*l.* of lawful Money of *Great Britain*, to be paid to the said *P.B.* her Executors or Administrators, at the End of six Months next after the Day of the Death of the said *E.B.* **And also** the said *P.B.* doth bind herself, her Heirs, Executors and Administrators, in the like Sum of 5000*l.* of like lawful Money, to be paid to the said *T.B.* his Executors or Administrators, at the End of six Months next after the Day of the Death of the said *E.B.* **In Witness, &c.**

I have perused, settled and approve the Articles above written, which is the only Method to answer the Intent of both the Parties, provided the Contingency take Effect,
F.C.

Partition of Copartners.

THIS Indenture made, &c. **Between** *R. C.* of the one Part, and *J. F.* of the other Part. **Whereas** the said Parties to these Presents, have been of late Copartners together in the Trade of, &c. and by Reason of the said Joint Trade and Dealing, divers Debts have become and are due and owing unto the said *R. C.* and *J. F.* for divers Goods and Wares, and also the said *R. C.* and *J. F.* are and stand ingaged for divers Sums of Money: **And whereas** also the said Parties for divers good Reasons them moving, have concluded and agreed to put an End to their Joint Trade and Copartnership; and the said *R. C.* is contented, and has agreed for the Consideration hereafter mentioned, to assign unto the said *J. F.* all the Debts and Sums of Money which are due and owing unto them the said *R. C.* and *J. F.* jointly. **And** the said *J. F.* hath likewise agreed and undertaken to discharge and pay all Debts and Sums of Money, which they the said *R. C.* and *J. F.* do jointly owe to any Person or Persons, for or by Reason of their said Joint Trade or Copartnership: **Now this Indenture witnesseth**, that the said *R. C.* for the Consideration hereafter in these Presents mentioned, **Doth** grant, assign and set over unto the said *J. F.* his Executors, Administrators and Assigns, all and singular such Debts and Sums of Money as are owing to him the said *R. C.* severally or jointly with the said *J. F.* for or concerning the said Joint Trade; and all his Right, Title, Interest, Property, Claim and Demand whatsoever, in and to the said Debts, or any of them; and also all and singular Bills, Bonds, Specialties and Writings whatsoever, for and concerning the said Debts, and the late Copartnership between them; all which said Debts are mentioned and expressed in a certain Schedule hereunto annexed; **To have and to hold** all and every the said Debts, Specialties and Writings, unto the said *J. F.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, without any Manner of Account therefore to be given to him the said *R. C.* his Executors, Administrators or Assigns; **And** the said *R. C.* doth by these Presents give and grant to the said *J. F.* his Executors, Administrators and Assigns, full Power and Authority to ask, levy, recover and receive in the Name of the said *R. C.* by all such lawful Ways and Means, as should be thought requisite by the said *J. F.* his Executors, Administrators or Assigns, all and singular the said Debts and Sums of Money expressed in the said Schedule, for and to the only Use and Behoof of the said *J. F.* his Executors, Administrators and Assigns, without any Account to be made, had or given for the same, or any Part thereof; **And further**, that if the said *R. C.* or his Assigns, or any Person or Persons, by Virtue of any

any Power or Authority derived from them, have at any Time heretofore received, released or discharged any of the said Debts or Sums of Money mentioned in the said Schedule (other than such Sums of Money as have been released by the Consent of the said J. F.) that then, and upon Notice given by the said J. F. his Executors, Administrators or Assigns, to the said R. C. his Executors, Administrators or Assigns, he the said R. C. his Executors or Administrators, shall, within twenty Days next after such Notice given to the said R. C. or his, &c. satisfy and recompence the said J. F. or his, &c. for the same, without Fraud or Covin; **And** that he the said R. C. his Executors or Administrators, shall not, at any Time or Times hereafter, wittingly or willingly do or suffer any Act or Thing, to hinder, let or disturb him the said J. F. his Executors, Administrators or Assigns, in the Recovery, Getting in, or Obtaining the said Debts, or any of them: **And moreover**, that he the said R. C. his Executors and Administrators, shall and will, upon reasonable Request to him or them made, by the said J. F. his Executors, Administrators or Assigns, make, seal and deliver to him or them, such other sufficient Letter or Letters of Attorney, for the Recovery or Getting in of the said Debts and Sums of Money, as by the said J. F. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; **In Consideration** whereof the said J. F. for himself, his Executors and Administrators, **Doth** covenant, promise and grant to and with the said R. C. his Executors and Administrators, in Manner and Form following; (that is to say) That he the said J. F. his Executors or Administrators, shall and will, at or before the, &c. procure and obtain to and for the said R. C. his Executors or Administrators, sufficient General Releases and other Discharges in Law, from all Creditors whose Names are in the Schedule hereunto annexed; **And also** that he the said J. F. his Executors or Administrators, shall and will, at all Times for ever hereafter, save and keep harmless and indemnified the said R. C. his Executors or Administrators, against all and every Person and Persons whatsoever, to whom they the said R. C. and J. F. or either of them are indebted, touching or concerning the said Copartnership, and of and from all Actions, Suits, Costs, Damages, Charges, Judgments, Executions and Demands whatsoever, which shall at any Time hereafter arise and come against the said R. C. his Executors or Administrators, or any of his or their Lands, Tenements, Goods or Chattels, or any Part thereof, for or by Reason of any Debts or Sums of Money owing, or for or by Reason of any Bill, Bond, Specialty, Promise or Contract, touching the said Copartnership. **In Witness, &c.**

Petition.

A Petition that an Infant Trustee may join in a Conveyance, pursuant to the Statute.

To the Right Honourable *Philip Lord Hardwicke*, Lord High Chancellor of Great Britain.

The Humble Petition of *A. Widow* and Relict of *B. deceased*, and of *C. and D. the sole Daughters and Issue of the said B. by the said A.*

Sheweth,

THAT your Petitioners having contracted with *E.* for the Sale to him of the Manor of *F.* and divers Messuages, Lands and Tenements in or near the Parish of *G.* in the County of *H.* (late the Estate of the said *B.* and now of your said Petitioners, or of some of them) the Counsel for the said *E.* the Purchaser objects, that the legal Estate of the Premises is by Virtue of or under the last Will of Sir *J. A. Knt.* come to and vested in one Sir *K. K. Bart.* (an Infant of about the Age of 18 Years) as Nephew and Heir of Sir *L. K. Bart.* deceased, who was Son and Heir of Sir *K. K. Bart.* also deceased; and that it would not be proper or advisable for the said *E.* to proceed in the Purchase of the Premises without taking in such legal Estate, altho' the same is only in Trust for your said Petitioners, or some of them; but by reason of the Infancy of the said first named Sir *K. K.* the same cannot be effected without an Order of this High and Honourable Court, injoining and directing the said Infant to convey the same, in Pursuance of the late Act of Parliam-
ment

ment made in the 7th Year of the Reign of her late Majesty Queen Anne, (Intituled, An Act to enable Infants who are seised or possessed of Estates in Fee in Trust, or by way of Mortgage, to make Conveyances of such Estates).

Wherefore your Lordship's said Petitioners do humbly pray, that the said Sir K. K. the Infant may be directed and enjoined to convey, or join with your said Petitioners in Conveying the said Manor and Premises unto the said E. his Heirs and Assigns, or as he or they shall appoint: And your said Petitioners, as in Duty bound, shall ever pray, &c.

Provisoes.

That if the Marriage Portion be called in before a Settlement is made of Lands to be purchased therewith, the same to be put out again, upon the same Trusts as before.

PROVIDED always, and it is declared and agreed by and between the said Parties to these Presents, that if the said Sum of — shall be called in before such Settlement is made, the same shall be put out again, and be on the same Trusts herein before declared touching the same.

That Trustees in Deeds shall not be answerable for one another, and that they shall be allowed their Expences, &c.

PROVIDED (also) (always and lastly it is hereby intended, agreed and declared, by and between all the Parties to these Presents) that (it shall and may be lawful to and for) the said Trustees, or any or either of them, (or their respective Heirs, Executors, Administrators or Assigns) shall not be answerable for one another, but each for himself and his own Acts only; nor for any Sum or Sums of Money but what they respectively actually receive, (nor for any Security taken for the said Trust Money, or any Person with whom the said Trust Money, or any Part thereof, shall be lodged for safe Custody, nor for any Agent employed about the said Trust); and that they the said Trustees, and each of them, shall and may from Time to Time, out of the Trust Money, and the Interest and Produce thereof, (or out of the Rents, Issues and Profits, Interest, Dividends and Produce of the said hereby released and assigned Freehold and Leasehold Premises, and of the said Annuities, Stocks, and other the Premises so vested and intended to be vested in them, as aforesaid) deduct, retain and reimburse unto him and themselves respectively all such Costs, Charges, Damages and Expences, as they, or either of them, their or either of their Heirs, Executors, Administrators and Assigns, shall bear, pay, expend, sustain or be put unto by reason of the Trust hereby in them reposed, or the Execution thereof, or otherwise relating thereunto; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

That Trustees, if any of them dies, shall chuse one to keep up the Number; and so to go on in Case of further Want.

PROVIDED also, and the said A. doth hereby grant and declare, that for the better Carrying on the aforesaid Trusts from and after his Decease and the Decease of the said E. his Wife, it shall and may be lawful to and for the said B. C. and D. (Trustees), or the Survivors or Survivor of them, in Case of the Death of one or two of them before the Accomplishment of the said several Trusts, to nominate and appoint one or more new Trustee or Trustees for the Purposes aforesaid, to keep up the Number of three Trustees, with the like Power to them, and such new Trustees, in Case of any of their Deaths, to fill and keep up the said Number, who shall all of them have the like Power and Authority to act in the aforesaid several Trusts, according to the true Intent and Meaning of the same, as fully and amply to all Intents and Purposes, as if such new or other Trustee or Trustees had been actually named by the said A. himself; And that as well the said B. C. and Indemnity of D. Trustees,

to be charged
only with
their own
Receipts.

D. as also such new Trustee or Trustees to be nominated or appointed, as aforesaid, shall be wholly indemnified and saved harmless by and out of the Premises, of, from and against any Loss which shall happen in the due Execution of the several Trusts herein before, and in and by the said recited Indenture of Release committed to them as aforesaid; **And** that they, or any of them, shall not be charged or chargeable with or accountable for any more Monies than they respectively shall actually receive by Virtue of the Trusts aforesaid, nor the one of them for the other of them, or for the Acts, Deeds or Receipts of the other.

That if the Brother of the intended Wife pay or secure several Sums, &c. for the Term of — Years, granted of a Messuage, &c. to Trustees to cease, it being limited to him and his Heirs after the End of that Term. Vide Limitation of Uses.

PROVIDED always, and it is hereby agreed and declared by and between all and every the said Parties to these Presents, that if the said — (the Brother), his Heirs, Executors or Assigns, shall and do well and truly pay or cause to be paid unto the said M. K. Widow, and her Assigns, during her natural Life, or well and sufficiently secure to be paid to her good Liking, the said Annuity or Yearly Sum of — clear of all Taxes and Deductions, at the Times and in Manner as aforesaid, (Vide Tit. Limitation, Uses, &c.) in Case the said M. K. Widow, shall become intitled to the same by Virtue of these Presents; **And** also if he the said — his Heirs, Executors or Assigns, shall and do well and truly pay or cause to be paid unto — and — the said several Sums of — a piece, in Case they shall respectively become intitled to the same, upon the Contingency and by Virtue of the Trusts aforesaid, and within the Time aforesaid, (Vide Limitation, Uses, &c.) **And** also from and after Payment of all Costs and Charges to the said Trustees touching their Execution of the Trusts relating to the said Term of — Years, shall cease, determine and be utterly void.

In a Marriage Settlement, that if the Husband shall plant Hops on Part of the Lands settled in Jointure, then after his Death the next in Remainder may enjoy the Lands so planted, giving other Lands of equal Value in exchange to be added to the Jointure.

PROVIDED lastly, and it is hereby declared, &c. that if the said W. D. shall at any Time or Times hereafter be minded to convert into Hop-Gardens, and shall improve and plant with Hops any Part of the Lands herein before by these Presents limited in Jointure to the said A. H. the intended Wife of the said W. D. in Case she shall survive him, that then all and every the Lands improved and planted with Hops, or which shall be actually Hop-Gardens at the Decease of the said W. D. shall not go and be as Part of the Jointure of the said A. H. intended Wife of the said W. D. but it shall and may be lawful to and for the Person next in Remainder after the Decease of the said W. D. to have, hold and enjoy the said Lands planted with Hops as aforesaid, on settling in Exchange and Lieu thereof, on the said A. H. for her Life, other Lands of equal Value to such Lands so converted into Hop-Grounds, before their being so improved or converted into Hop-Grounds, as aforesaid.

That the Person in Possession may make Leases for Years.

PROVIDED always, and it is hereby (further) agreed and declared by and between all the Parties to these Presents, that it shall and may be lawful to and for all and every Person and Persons, being in the actual Possession of all or any Part or Parts of the said herein before released or assigned Premises, (or say, To and for the said Sir H. P. Dame M. P. A. S. H. P. the Son, and H. P. respectively from Time to Time, during their respective Lives, when and as they respectively shall come unto and be in the actual Possession of the Manors, &c. or any of them, or any Part thereof, by Virtue, &c.) by Virtue of any of the Limitations, (Uses) and Trusts aforesaid, by any Deed or Deeds indented under their Hands and Seals respectively, to be executed from Time to Time, to make any Lease or Leases, Demises or Grants in Possession, not in Reversion or Remainder, or by way of future Interest, of all or any of the said Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, or of any Part or Parts thereof, whereof such Person or Persons shall be in Possession, (except, &c.) unto any Person or Persons, for any Term or Number

Number of Years not exceeding 21 Years, so as no such Leases, by any express Words therein to be contained, be made punishable of Waste, and so as upon all and every such Lease and Leases there be reserved to continue payable during the respective Continuance of such Lease and Leases, the best and most improved yearly Rents that can be reasonably had or obtained, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income for the same, and so as in every such Lease there be contained reasonable and usual Covenants in like Cases, and also a Proviso or Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, and so as the Lessee or Lessees, to whom such Leases shall be made as aforesaid, seal and execute Counterparts of such Lease and Leases respectively to be made as aforesaid, (any Thing in these Presents contained, &c.)

That the Husband and Wife, or other Persons in Possession, may make Leases.

— Lawful to and for the said *W. N.* during his Life, and from and after his Death, to and for the said *M. H.* during her Life, and to and for all and every other Person and Persons, being in the actual Possession of all or any Part or Parts of the herein before mentioned, limited and appointed Hereditaments and Premises, by Virtue, &c. (as above.)

That Trustees may sell — 1. *Capital Stock, &c. for the intended Wife's separate Use and Disposal, &c.*

PROVIDED always, and it is hereby expressly agreed and declared by and between all and every the said Parties hereunto, and the true Intent and Meaning of these Presents is, that in Case the said *M. K.* shall at any Time hereafter during the said intended Coverture, think fit to have — 1. *Capital Stock, Part of the said Annuities, Stocks, and other the Premises so transferred to them the said Trustees as aforesaid, sold and disposed of, and to have the Monies arising by such Sale, to and for her own sole and separate Use and Benefit, that then and in such Case they the said Trustees, or either of them, or the Survivor of them, or either of them, his Executors, Administrators and Assigns, shall when by her the said M. K. Party hereto, so requested, absolutely sell and dispose of the said — 1. Capital Stock, so vested in them as aforesaid; and immediately after such Sale, shall and do pay or cause to be paid all and every Sum and Sums of Money arising by such Sale or Sales of the said — 1. Capital Stock, to her the said M. K. to and for her sole and separate Use, Benefit and Disposal, in such Manner as she shall think fit, or else shall pay the same (to be at the sole Election of her the said M. K.) to such Person or Persons, Use and Uses, Trusts, Intents and Purposes, and in such Manner and Form, as she the said M. K. (notwithstanding such her intended Coverture, and whether Covert or Discover) shall by any such Deed, Writing or last Will and Testament, to be by her executed and testified in Manner as aforesaid, give, direct, limit and appoint the same; any Thing herein before contained to the contrary thereof in any wise notwithstanding.*

That a Husband during his Life may make Leases for Lives, and any Number of Years, determinable on Lives.

PROVIDED always, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *Sir H. H.* from Time to Time, during the Term of his natural Life, by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, to make any Lease or Leases of such Part of the Premises as have antiently and usually been leased for Life or Lives, or any Term or Number of Years, determinable upon one, two or three Lives, to any Person or Persons for one, two or three Life or Lives, or any Term or Number of Years, determinable on one, two or three Life or Lives, in Possession, Reversion, or by way of future Interest, yet so as there shall never be above three Lives in Being in any one Lease, and so as the antient Rent be reserved, and the Lessees execute Counterparts of such Leases.

That the intended Wife's Father during his Life, afterwards the Husband during his Life, or till he becomes a Bankrupt, and afterwards the Trustee, by the Wife's Consent, during her Life may make Leases, &c.

— (As in the Proviso, that the Person in Possession may make Leases, to the Words) lawful to and for the said *J. G. (the Wife's Father)* during his Life, and from and after his Decease,

Decease, to and for the said *J. B. (the Husband)* during his Life, in Case no such Bankruptcy should happen as aforesaid; and from and after his Decease or Bankruptcy as aforesaid, to and for the said *T. H. and H. B. jun. (the Trustees)* with the Consent of the said *C. G. (the Wife)* from Time to Time during the Life of the said *C. G.* by any Deed, &c. (as in a Power to make Leases) of the said Messuage, or Tenement and Premises, or any Part thereof, to any Person, &c.

That a Husband and Wife, during their joint Lives, may mortgage the Premises in a Settlement.

PROVIDED always, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *H. B.* and *D.* his Wife, from Time to Time, during their joint Lives, by any Deed or Deeds, Writing or Writings, under both their Hands and Seals, to be by both of them executed before, and attested by three or more credible Witnesses, to limit and appoint the said Manor, &c. or any Part thereof, to any Person or Persons whatsoever, for any Term or Number of Years, by way of Mortgage, or otherwise, as a Security or Securities for any Sum or Sums of Money not exceeding the Sum of, &c. Principal Money, together with Interest for the same, or to charge the said Manor, &c. or any Part thereof, with the Payment of any Sum or Sums of Money not exceeding 1500 *l.* together with Interest for the same, to and for any other Uses, Intents and Purposes, as the said *H. B.* and *D.* his Wife shall, during their joint Lives, think fit to direct and appoint; any Thing, &c.

That Trustees, during the joint Lives of the intended Husband and Wife, may dispose of Annuities, Stocks, &c. subject to the Payment of — 1. Capital Stock.

PROVIDED also, and it is hereby further expressly agreed and declared, by and between all and every the Parties to these Presents, that it shall and may be lawful to and for the said Trustees, and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, (at the Request, and by and with the Consent and Approbation of the said *J. E.* and *M. K.* during their joint Lives, but not otherwise, such Consent to be testified in Writing under their joint Hands and Seals, executed in the Presence of two or more credible Witnesses) at any Time during the intended Coverture to sell and dispose of the said Exchequer Annuities, South-Sea Annuities, South-Sea Trading Stock, Million Bank and Army Debentures, or of any Part or Parcel thereof, (Subject nevertheless in the first Place to the Raising and Paying thereout of the said — 1. Capital Stock, to and for the sole and separate Use and Disposal of her the said *M. K.* in Manner as aforesaid) at the best Price and for the most Money that can be reasonably got for the same. (And upon this further Trust, &c. Vide Uses and Trusts.)

That the intended Wife, Covert or Discover, may alter or revoke the Trusts before limited, and create new Trusts.

PROVIDED always, and it is hereby further agreed and declared by and between the said *B.* and *A.* his intended Wife, (testified, &c.) and it is the true Intent and Meaning of these Presents, and the Parties hereunto, that the said *A.* (notwithstanding her said intended Coverture, and whether she shall be Covert or Discover) shall have full Power, Liberty and Authority, and that it shall and may be lawful to and for her the said *A.* by any Deed or Deeds, Writing or Writings, to be by her subscribed, sealed and executed in the Presence of two or more credible Witnesses, (by and with the Consent and Approbation of the said *Duchess Dowager of M.* during her Life, and after her Death, of the Right Honourable *R. Earl of S.* testified by the said *D. D.* if she be then living, or in Case her Grace be then dead, then by the said *Earl of S.* subscribing, sealing and executing of such Deed or Deeds, Writing or Writings) to alter or revoke all or any of the Trusts herein before mentioned, limited and declared of, touching or concerning the said (430 *l.* South-Sea Annuity Stock, or any Part thereof, or the said 100 *l.* per Ann. or the said 1000 *l.* if the same shall become payable, or the Interest, Profits and Produce thereof, or of any Part or Parcel thereof) and by the same, or any other Deed or Deeds, Writing or Writings, to be signed, sealed and executed as aforesaid, (and by and with such Consent and Approbation respectively, as aforesaid) to create, limit or appoint any new or other Trust or Trusts of or concerning the said (430 *l.* South-Sea Annuity Stock, or any Part thereof, or the said 100 *l.* per Ann. or the said 1000 *l.* if the same shall become due, or the Interest, Profits and Produce thereof) or of so much, and such Part and Parts thereof, whereof any such Revoca-

tion shall be made ; any Thing herein contained to the contrary thereof in any wise notwithstanding.

That a Father may revoke the Uses limited to a Son, and limit new Uses.

PROVIDED also, that it shall and may be lawful to and for the said *H. H.* from Time to Time during his natural Life, by any Writing under his Hand and Seal, or by his last Will and Testament in Writing, to revoke and make void the Estate hereby limited to the said *M. H.* and the Heirs Male of his Body lawfully to be begotten, and to limit the said Premises, or any Part thereof, charged and chargeable as aforesaid, to any other Person or Persons whatsoever, and for such other Use and Uses, Intents and Purposes, and with Power of Revocation, or without, and in such Manner and Form, as he the said Sir *H. H.* shall think fit ; any Thing herein, &c.

That in Case of Eviction out of Lands in Exchange, to repossess the Lands exchanged.

(Note ; This is for one of the Parties only, so there must be another for the other Party.)

PROVIDED always, and it is hereby mutually agreed and declared by and between the said Parties to these Presents, and it is the true Intent and Meaning of these Presents, and of the Parties thereunto, that in Case the said *H. Lord Viscount St. J.* his Heirs or Assigns, shall at any Time hereafter be evicted out of the Closes, &c. hereby granted and released by the said *P. B.* as aforesaid, or any Part thereof, that then and in such Case it shall and may be lawful to and for the said Lord Viscount *St. J.* his Heirs and Assigns, to enter upon, and to re-possess and re-enjoy the said Lands and Hereditaments so hereby granted and released by the said Lord Viscount *St. J.* in Exchange as aforesaid, and every Part thereof, in the same Manner as if these Presents had never been made ; this Indenture, or any Thing therein contained, to the contrary thereof in any wise notwithstanding.

Another, where the Parties mutually agree and covenant.

PROVIDED always, and the said Parties to these Presents, for themselves, their Heirs and Assigns, do covenant, grant and agree, each with the other by these Presents, that if it shall happen that either of the said Closes, or any Part thereof, to be at any Time hereafter lawfully evicted or taken away out of the Possession of either of the said Parties, their Heirs or Assigns, contrary to the true Intent and Meaning of these Presents, by any former Right or Title, or by the Heirs or Assigns of either of the said Parties, so as the said Exchange cannot continue, that then and from thenceforth the said Gifts, Grants and Confirmations, in Exchange of either of the said Parties touching the Premises given in Exchange, shall be void and of none Effect ; and that then and from thenceforth it shall and may be lawful to and for either of the said Parties, their Heirs or Assigns, after such Ejection, Eviction or Taking away of the Possession of the said Premises as aforesaid, to enter into his or their Lands so by him or them given or granted in Exchange as aforesaid, and the same to have again, as in his and their former Estate ; any Thing herein contained to the contrary thereof in any wise notwithstanding.

In a Deed of Separation, that if the Husband be obliged to pay the Wife's Debts, he may deduct the Money out of an Annuity allowed by him for her Support, &c.

PROVIDED always, and it is hereby expressly agreed and declared, by and between all the Parties hereunto, and the true Intent and Meaning of them, and of these Presents, is and are, that in Case he the said *G. G.* his Executors or Administrators, shall at any Time hereafter be obliged to and shall actually pay any Debt or Debts which she the said *A.* his Wife shall at any Time hereafter, during her present Coverture, contract with any Person or Persons whatsoever, that then and in such Case it shall and may be lawful to and for the said *G. G.* his Executors and Administrators, to deduct retain and reimburse to him and themselves out of the said Annuity or yearly Sum of — *l.* so hereby made payable to her the said *A.* as aforesaid, all and every such Sum and Sums of Money as he or they shall be obliged to, and shall actually pay for or on Account of any such Debt or Debts to be by her the said *A.* at any Time hereafter so contracted as aforesaid, together

with all Costs, Charges and Damages which he or they shall or may pay or sustain on Account thereof; any thing herein contained, &c.

That if the Person expectant, after the End of a Term, shall pay a yearly Sum, he shall enjoy the Premises to his own Use.

PROVIDED always, that if the Person or Persons, to whom the next and most immediate Estate for the Time being, expectant upon the Determination of the said Term of 99 Years, (of and in the Premises comprised therein,) shall by Virtue of these Presents belong, shall pay unto the said *E. H.* or her Assigns, during her Life, the said yearly Sum of 80*l.* upon the several Feast-Days herein before appointed for Payment thereof in Manner as aforesaid, then it shall and may be lawful to and for such Person and Persons to receive and take the Rents, Issues and Profits of all and singular the same Premises comprised in the said Term, to and for his, her and their own Use and Benefit; any thing herein contained to the contrary, &c.

That upon E. H.'s Death (all Arrears of a Rent-Charge being paid) a Term of 99 Years shall cease.

PROVIDED also, that upon the Death of the said *E. H.* all Arrears of the said yearly Rent-Charge, or yearly Sum of 80*l.* and all Costs and Charges relating to the same being fully paid and satisfied, according to the true Intent and Meaning of these Presents, then the said Term of 99 Years shall cease and be void; any thing herein contained, &c.

*That if the Husband pay 100*l.* per Ann. to the Wife's separate Use, he shall receive the Rents, &c. for the joint Lives of himself and Wife.*

PROVIDED always, and it is hereby agreed and declared, by and between all the said Parties to these Presents, and the true Intent and Meaning of them, and of these Presents, is that if the said *W. N.* (Party hereto) shall from Time to Time, during the joint Lives of the said *W. N.* (Party hereto) and *M. H.* his intended Wife, well and truly pay, or cause to be paid unto the proper Hands of the said *M. H.* or to any other Person or Persons by her Appointment in Writing, under her Hand, for her separate Use or Disposal, the said yearly Sum of 100*l.* in such Manner and at such Times as the same is hereby limited and appointed to be paid, it shall and may be lawful to and for the said *W. N.* (Party hereto) and his Assigns, in such Case to receive and take to his and their own Use, the Rents, Issues and Profits of the same Premises, during the joint Lives of the said *W. N.* (Party hereto) and the said *M. H.*

That after the Death of Husband and Wife, a Term granted to Trustees shall determine.

PROVIDED also, and it is hereby agreed and declared, that after the Decease of the said *W. N.* and *M. H.* his intended Wife, or the Decease of either of them, when all the Trusts of the said Term of 100 Years shall be fully executed and performed; and all Arrears of the said yearly Sum of 100*l.* shall be satisfied and paid, and the Costs and Charges of the said Trustees relating thereto, shall be raised and discharged; then and from thenceforth the said Term of 100 Years shall cease, determine and be utterly void.

That the Premises shall not be liable to more than one Year's Arrears of an Annuity, to prevent large Arrears and Law-suits.

PROVIDED always, and to the Intent to prevent the Incurring of any large Arrears of the said yearly Sum of 100*l.* it is hereby declared that neither the said Premises comprised in the said Term of 100 Years, nor the said *W. N.* (Party hereto) his Heirs, Executors or Administrators shall be any ways liable to answer more than one Year's Arrears of the said yearly Sum of 100*l.* preceding to the Commencing any Suit in Law or Equity for the same, or to the making an Entry on the same Premises or any Part thereof comprised in the said 100 Years Term (such Suits or Entries to be prosecuted to a Judgment or Decree thereupon); any thing herein, &c.

Not to demand or distrain for more than two Years Arrears of an Annuity.

PROVIDED always, and it is the true Intent and Meaning of these Presents, that if it shall so happen that the said yearly Sum or Rent-Charge of 100*l.* *per Annum*, be behind or unpaid, for the Space of two or more Years, that it shall in no ways be lawful to or for the said T. B. Sir J. C. or J. C. their Executors, Administrators or Assigns, to demand, require, or distrain for Arrears of any longer Time than the said Term of two Years; any Thing, &c.

That if younger Children marry without their Parents Consent, they shall not be intitled to their Portions, but to go to the other Children.

PROVIDED always, and it is hereby agreed and declared, that if any such younger Child or Children as aforesaid, shall marry in the Life-time of the said W. N. (Party hereto) without his Consent in Writing for that Purpose, or after his Death, without the like Consent of the said M. H. in case she be then living; then such younger Son or Sons, Daughter or Daughters so marrying, shall not have or be intitled to any such Portion or Portions as is or are herein before appointed and intended for them; but the Portion or Portions which by Virtue of these Presents would have been payable to any such younger Son or Sons, Daughter or Daughters marrying without such Consent as aforesaid, in Case he or she had not so married, shall be paid to such other younger Son or Sons, Daughter or Daughters as shall not marry without such Consent as aforesaid, and to be paid intirely to one such younger Child, in Case of no more than one, and to be equally divided between or amongst them in Case of more than one, and to be paid when and as his her or their Portion or Portions shall become payable.

That if younger Children marry without their Parents Consent, yet such Parents, or the Survivor, may direct such of the Portions to be paid as they, or the Survivor, think fit.

PROVIDED nevertheless, that in Case of any such younger Child's marrying without such Consent as aforesaid, yet if they the said W. N. and M. his intended Wfe, during their respective Lives, or the Survivor of them, shall, by any Writing under their respective Hands, or under the Hands of the Survivor of them, think fit to direct and appoint, that all or any such younger Child or Children's Portion or Portions, marrying without such Consent as aforesaid, shall be paid; then, and in such Case, the Portion or Portions hereby intended for such younger Child or Children so marrying without such Consent, shall be to him, her or them paid according to such Direction and Appointment of them the said W. N. and M. his intended Wife, or of the Survivor of them; any thing, &c.

That if Daughters and younger Sons die before their Portions become payable, to go to the Use of the Persons next in Remainder.

PROVIDED also, and it is hereby further agreed and declared, that in Case all the said Daughters and younger Children, who shall be intitled to any Portion or Sum of Money by Virtue of the Trusts hereby declared of the said Term of 1000 *l.* Years, shall happen to die before any of their said Portions shall become payable by Virtue of these Presents; then the said Sum and Sums of Money hereby appointed to be raised for the Portions of such Daughters and younger Sons in Case of Issue Male thereof, or of such Daughters of the same Marriage in Case of Failure of Issue Male thereof as aforesaid, shall not be raised nor no such Sale of the said Premises in O. shall be made, but the same shall go and be to the Use of such Person and Persons as shall for the Time being be next in Reversion or Remainder of the same Premises, expectant upon the Determination of the said Term of 1000 Years.

That no Sale of the Premises shall be made to raise Portions for younger Children, till some of them become due, or till the Death of intended Husband and Wife.

PROVIDED likewise, and it is hereby further agreed and declared, that no such Sale as
 * aforesaid, of the said Premises in O. shall be made by the Trustees of the said Term *In Marriage
 of 1000 Years, until some or one of the said Portions herein before appointed to be Settlement.
 raised

raised by the Trustees of the same Term, shall become payable by Virtue of these Presents, nor until after the Death of the Survivor of the said *W. H.* (Party hereto) and the said *M.* his intended Wife, unless he or she shall, by any such Writing as aforesaid, direct the same to be paid in his or her Life-Time.

That if the Husband and Wife shall give any Sum of Money to any one of their Children for their Preferment in Marriage; or if Lands shall descend to such Children; then such Sum and Lands shall be deemed as Part of their Portions, &c.

PROVIDED also, and it is hereby further agreed and declared, that in Case either of them the said *M. N.* (Party hereto) or the said *M. H.* his intended Wife, shall, in his or her Life-time, give to any one of the said Children, so to be intitled to the said Portions hereby appointed to be raised by Virtue of the Trusts herein before declared of the said Term of 1000 Years, any Sum or Sums of Money, for or towards his, her or their Advancement or Preferment in Marriage or otherwise; or if by or after the Decease of the Survivor of them the said *W. N.* (Party hereto) and the said *M.* his intended Wife, there shall come unto or descend to the said Children or any of them, any Lands, Tenements and Hereditaments of and from the said *W. N.* and the said *M.* his intended Wife, or either of them; then such Sum and Sums of Money, and the Value of such Lands, Tenements and Hereditaments to be sold, shall be accepted and deemed for and as Part of the Portion or Portions hereby appointed for such Children respectively as aforesaid, unless they the said *W. N.* and the said *M.* his intended Wife, or the Survivor of them, shall, by any Writing under his or her Hand declare the contrary; then such Children shall have no more Money raised and paid for his, her or their Portion or Portions hereby provided and intended for him, her or them as aforesaid, than as together with such Sum and Sums, or the Value of such Lands, Tenements or Hereditaments so given, or come unto, or descended upon him, her or them respectively as aforesaid, unless the same *W. N.* and the said *M.* his intended Wife, or the Survivor of them, shall by Will or other Writing under his or her Hand signify or declare the contrary.

That if the Person expectant shall pay the Children's Portions, or on Failure of Issue, or if the Issue die before Age or Marriage, the Premises not to be sold, but the Term of 1000 Years to attend the Inheritance.

PROVIDED also, that if any Person or Persons, to whom the next immediate Estate for the Time being, expectant upon the Determination of the same Term of 1000 Years of and in the same Premises, comprised in the same Term, shall belong, shall satisfy and pay unto such Daughter and Daughters, younger Son or Sons, all and every the respective Portions, Maintenances and Sums of Money herein before appointed to be raised and paid to them respectively as aforesaid, according to the true Intent and Meaning of these Presents; or if at the Time of such Failure of such Issue Male of the said *W. N.* (Party hereto) on the said *M.* his intended Wife, to be begotten as aforesaid, there shall happen to be no Daughter of their Bodies between them to be begotten, nor any such Daughters to be afterwards born alive, or there being such, and all of them shall happen to die unmarried before their respective Ages; then in any or either of the same Cases respectively happening, the Trustees Charges of the Execution of the Trusts relating to the said Term of 1000 Years being fully satisfied and discharged, the said Hereditaments and Premises in O. shall not be by them the Trustees sold; and that then and from thenceforth, the said Term of 1000 Years shall be void, or shall be assigned to attend and wait upon the Freehold and Inheritance of the same Premises, or be surrendered, the same to be at the Election of the Party so paying the same Portions, or who, by Virtue of any of the Limitations aforesaid, shall then be intitled to the Remainder of the same Premises; any thing herein, &c.

That in Case of Sale of the Premises, and for the better Effecting thereof, Payment of the Purchase Money to the Trustees shall be good, and their Receipts a good Discharge.

PROVIDED also, and it is hereby further agreed by and between all the said Parties to these Presents, that in Case any such Sale shall be so made of the said Premises in O. as aforesaid,

aforesaid, that then (for the better Effecting such Sale of the same Premises, and for the greater Security of the Purchaser or Purchasers thereof) the Payment of the Purchase Monies for the same Premises to them the said G. H. W. P. W. J. E. and W. W. or to the Survivors or Survivor of them, or to the Executors, Administrators and Assigns of such Survivor, by any Purchaser or Purchasers of the same Premises, shall be a good Payment; and that their or any of their Receipt or Receipts for the same shall be a good, effectual and sufficient Discharge for such Purchase or Purchases, notwithstanding any Loss or Misapplication of such Monies afterwards.

That if the Wife dies in the Husband's Life-time without Issue, the Estates limited to him for Life shall determine, and the Premises go to different Uses.

PROVIDED always, and upon this Condition nevertheless, and it is hereby agreed and declared by and between all the Parties hereto, and the true Intent and Meaning of them and of these Presents is, that if and in Case she the said M. H. shall happen to depart this Life in the Life-time of the said W. N. her intended Husband, without any Issue of her Body by the said W. N. living at her Death, that then and in such Case the Use and Estate herein before limited and appointed to the said W. N. (Party hereto) for his Life, and to the said J. W. and J. S. and their Heirs during his Life, shall cease, determine, and be utterly void; and that then also and in such Case all and singular the herein before mentioned and hereby limited Messuages, &c. in O. shall from henceforth remain, go and be, and the said several Recoveries so had and suffered thereof as aforesaid, shall be and enure to the several Uses following, &c.

That if younger Children die without Issue, their Shares (or Portions) shall go to the Survivors and their Heirs.

PROVIDED always, and it is hereby agreed and declared by and between the Parties to these Presents, That in case there shall be Issue of the said intended Marriage, any younger Son or Sons, Daughter or Daughters, that then and in such case, and as often as any of such younger Son or Sons, Daughter or Daughters, shall happen to die without Issue of his, her or their respective Body or Bodies, as to the Part or Share of him, her or them so dying without Issue as aforesaid, the same to remain and be to and for the Survivors and Survivor of such younger Son or Sons, Daughter or Daughters, equally to be divided between and amongst them, (if more than one) and the respective Heirs of the respective Body and Bodies of such surviving younger Son or Sons, Daughter or Daughters lawfully issuing.

That if there be no Issue of the intended Marriage, the Trustees to convey the Premises to the intended Husband and his Heirs and Assigns for ever.

PROVIDED always, That in Case there shall be no Issue of the said intended Marriage, living at the Time of the Decease of the Survivor of them the said W. N. the Younger and M. his intended Wife, then and in such Case, *In Trust* that they the said Trustees, and the Survivor of them and his Heirs, do and shall, upon the Request and at the proper Costs and Charges of the Right Heirs and Assigns of the said W. N. the Younger, convey and assure the same — unto or to the Use of such right Heirs and Assigns for ever.

That Trustees may call in and place out Monies, &c. with the intended Wife's Consent, nevertheless upon Trusts before mentioned.

PROVIDED always, and it is hereby further agreed and declared by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said Trustees, their Executors, Administrators and Assigns, by and with the Consent of the said D. P. but not otherwise, (such Consent to be testified by any Writing under her Hand and Seal, executed in the Presence of two or more credible Witnesses) at any Time, during the intended Coverture, to call in all or any Part of the said several Sums of Money now placed out upon the respective Securities so hereby transferred and assigned as aforesaid, or in case the same shall at any Time be paid in, that it shall and may be lawful to and for them the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, (by and with the Consent of her the said D. P. to be so testified as aforesaid,) but not otherwise, as soon as conveniently may be from and after Payment and Receipt of such

such Monies so called in or paid to them from Time to Time, when and as often as Occasion shall require, to lend, place or lay out the same Monies in the Name or Names of them the said Trustees or the Survivor of them, their Executors, &c. either in some Publick Stock, Bank or Fund, or else upon one or more good and sufficient Securities, either Real or Personal, and in such as they the said Trustees, with such Consent as aforesaid, shall in their Discretion think fit, so as the best annual Interest, Produce or Profit be made thereof, as conveniently may be, without lessening the Principal: **Provided nevertheless,** and so as the same, and the Interest and Produce thereof shall go, be paid, applied, given and disposed of, to, for and upon the like several Trusts, Intents and Purposes, as are herein before mentioned, expressed and declared of and concerning the same, or so near thereto as can or may be.

That if the Testator in his Life-time does not lay out South-Sea Stock in a Purchase, &c. his Executors may dispose of and lay it out, &c.

Provided always, and my Will is, in case the said 2000*l.* South-Sea Stock shall not be by me in my Life-time laid out in purchasing of Lands or Hereditaments, or by me put or placed out in some other Stock, Fund or Society, that then it shall and may be lawful for my said Executors, in case it shall be advantageous so to do, to dispose of the same Stock, and to lay out and invest the same or any Part thereof in the Purchasing of Lands and Hereditaments, or else to place and put out the same in any other Stock or Fund, or upon some other good Security or Securities.

That the Stock be upon the Trusts, &c. before mentioned, and with the Consent of J.W. and R.

Provided nevertheless, and so as the same be upon the like Trusts, Uses, Intents and Purposes, as are herein before mentioned, expressed and declared, touching the same, or as near thereto as can or may be, and so as that if the same be not by me so laid out in purchasing, or placed or put out in my Life-time as aforesaid, then such Purchases to be made therewith, or such Placing or Putting out of the same by my said Executors, in Manner as aforesaid, to be always so done by and with the Consent of them the said J.W. and R. his Wife, and of the Survivor of them during their respective Lives, but not otherwise.

That the Legatees shall not be obstructed nor sued, &c. on Forfeiture of the Legacies of them that obstruct, &c. to the Sufferers.

Provided always, and my further Will is, and I hereby expressly declare, that if my said Niece or Sister, or their or either of their Husbands, or their or either of their Heirs shall at any Time hereafter controvert or oppose any Part of this my Will, or shall obstruct or hinder the Admittance of all or any of the herein before mentioned other Legatees or their Heirs, of, in or to any of the Copyhold Hereditaments and other the Premises hereby respectively given to, or in Trust for them as aforesaid, or shall at any Time after such their or any of their Admittance and Possession, either in Law or Equity, or otherwise molest, sue or trouble any such Legatee, whereby to put any of them out of, and get or take Possession of the same Premises or any Part thereof, for or by Reason of my not being duly admitted to the same, or for or upon Account of my not having made proper Surrenders thereof, to the Use of this my Will, or otherwise howsoever; then in any of the Cases aforesaid, but not otherwise, I hereby revoke and make void the Legacy, Estate, Share and Interest of her, him or them, of my said Sister and Niece, and of their respective Husbands, and of their respective Heirs, Executors and Administrators, of, in and unto the before mentioned Legacies so given to or in Trust for them as aforesaid; and then and in such Case, but not otherwise, I hereby give, devise and bequeath all such Estate and Estates, Legacies and Bequests hereby given from such one or both of them my said Sister and Niece and of their Husbands, and of their respective Heirs, as shall so controvert, obstruct, oppose, sue or molest all or any of the before mentioned Legatees in Manner as aforesaid, unto such Legatee or Legatees, who by Means thereof shall be prejudiced or suffer thereby; the same to go and be to and for the Use of, and be paid to such Legatee or Legatees so prejudiced, and to their respective Heirs, Executors and Administrators proportionably, according to his, her or their Loss or Damage sustained by Means thereof.

But if such Persons ratify this Will, and release their Right to, &c. the last Proviso to be void.

PROVIDED nevertheless, That if my said Sister and Niece, and all other Persons lawfully claiming any Estate, Right or Interest, of, in or to the Premises by, from or under them or either of them, shall and do, as soon as may or can be after my Decease, ratify and confirm this my Will, and also release unto the said other Legatees, all their Estate, Right, Title and Interest, of, in and to the several Estates, Monies, Legacies and Premises so by me hereby respectively given, to or in Trust for them as aforesaid, then and in such Case the last before mentioned Proviso shall be void and of no Effect; any Thing herein, &c.

That if the Trustees misbehave in a Charity given by Will to the Poor Children of one Parish, the Charity, &c. to go to another Parish.

PROVIDED always, and my Will is, That if the said Charity Trustees, or the major Part of them for the Time being, shall at any Time neglect or refuse to act in the said Charity Trusts without appointing other proper new Trustees to act for that Purpose, or shall sink or imbezel the Rents, Issues and Profits of the said Hereditaments and Premises or any Part thereof, or shall give, convert or misapply the same or any Part thereof, to any other Use, Intent or Purpose whatsoever, otherwise than what is herein before by me given, limited, directed, appointed and intended, then and in such Case, from and immediately after such Breach or Misapplication so by them made, my Will is, and I do hereby give, direct and appoint, that all the Rents, Issues and Profits of the same Premises, so intended for the Charity as aforesaid, shall from thenceforth go and be paid to the then Minister of S. and the Churchwardens and Overseers of the Parish of S. aforesaid, and that the same shall from thenceforth be by them and their Successors paid, imployed and disposed of in that Parish of S. to and for the several Uses, Intents and Purposes, and in such Manner and Form, as the same are herein before by me given, appointed and directed, touching the said Parish of W. or as near thereto as possibly may or can be.

And that if the Trustees of the other Parish misbehave, the Charity to revert to the former Parish.

PROVIDED also, and my further Will is, That if the Minister, Churchwardens and Overseers of S. aforesaid, shall at any Time be guilty of any such like Neglect, Refusal or Misapplication in Manner as is before mentioned, touching W. then and in such Case, I hereby direct and appoint that such Rents of the said Premises, from and immediately after such like Breach or Misapplication, in Manner as is before mentioned touching W. then and in such Case, I hereby direct and appoint that such Rents of the said Premises, from and immediately after such Breach or Misapplication so by them made, shall from thenceforth revert back and go again to the said Parish of W. **NEVERTHELESS** in Trust, and to and for the like and several Charitable Uses, Intents and Purposes, as herein before mentioned; **AND** in Case of any other like Breach by them again made, then the same to revert back again to S. aforesaid, upon the like Trusts, Intents and Purposes for ever.

That if the School be removed, the Schoolmasters shall continue, and that when one Trustee dies, the Survivors shall convey the Premises to four other Persons, to the Use of the said Survivors and Persons, upon the former Trusts, &c.

PROVIDED also, That if at any Time there shall happen to be any such Removal of the said School, in Manner as aforesaid, my Will is, and I do hereby direct and appoint, that the then Schoolmasters shall not be thereby prejudiced, removed or put out, but shall and may from thenceforth continue and act in their Station during their Lives, and shall have the same Stipend or Salary as they had before such Removal: **AND UPON THIS FURTHER TRUST**, and to the Intent and Purpose, that when and so often, and at whatsoever Time and Times hereafter, any of the four of the said (Trustees), and of such Person or Persons who shall be intitled to my said now Dwelling House in W. aforesaid, by Virtue of this my Will as aforesaid, or of any other Trustees hereafter to be named, shall happen to depart this Life, that then and so often, and in every such Case happening, the three surviving

viving Trustees shall and do within three Months after, or with all convenient Speed, by their sufficient Deed or Deeds and good Conveyance and Assurance in the Law, grant, convey and assure, All the said — to four other Persons and their Heirs for ever, to the Use of the three surviving Trustees, and of the four other Persons, and of their Heirs and Assigns for ever: **Nevertheless** to, for and upon the several Uses, Trusts, Intents and Purposes, and under and subject to the several Uses, Trusts, Intents and Purposes, and under and subject to the several Provisoes, Directions and Appointments herein before mentioned and expressed, touching and concerning the same; the Charge of every such Conveyance not to exceed 50s. and the same from Time to Time to be paid out of the Rents of the said Premises; And my further Will is, That such Person or Persons as shall be intitled to my said Dwelling House, and the Vicar of *W.* for the Time being, shall always be two of the Trustees in every such Conveyance, and that they shall always be consulted with by their other Charity Trustees, in the Government and Management of this my Charity, (Sickness or some other inevitable Accidents only and always excepted).

That the Trustees in a Will shall deduct their Expences, and not be answerable for each other.

Provided always, and my Will is, That it shall and may be lawful to and for my said Charity Trustees hereby named and appointed as aforesaid, to deduct and take to themselves, out of the Rents and Profits of the said Premises, all the reasonable Costs and Charges which they, either or any of them shall sustain, suffer and expend, or be put unto in or about the Management of the said Premises, or the Execution or Performance of any the Trusts aforesaid; and that neither of them shall be answerable for the Acts, Receipts, Neglects or Defaults of the other of them, but each for his own Acts only, and neither of them shall be charged or chargeable with any of the Rents and Profits of the said Premises, other than what shall actually come to their Hands severally and respectively, nor for the Loss thereof, unless it be by or through their wilful Neglect or Default.

That whenever one of the three Lives in a Lease dies, the other two being living, the Lessor shall add another Life.

Provided always, and it is hereby covenanted and agreed by and between the said Parties to these Presents, and hereby so declared, That whenever any one of the three Lives named in the *Habendum* of these Presents shall happen to die, the other two Lives being then living and in good Health, that then and in such case, he the said (*Lessor*) his Heirs and Assigns, shall and will, upon Request to him or them made by the said (*Lessee*), his Executors, Administrators or Assigns, add another Life in the Room and Stead of the Life so dying under the like Rents, Covenants and Agreements as are in these Presents contained, upon Payment of the Sum of — of, &c. and Defraying the Charges of making such new Lease, and also Executing a Counter-part thereof.

That if a Person, for whose Trust a Third Part of leased Premises is vested, be minded to sell the same, the Lessee may sell it, and the Money arising to be put out upon the same Trusts.

Provided always, and it is hereby declared and agreed by and between all the said Parties to these Presents, that at any Time during the Continuances of the said Leases, the said *S.D.* Wife of the said *E.D.* shall be minded and desirous to sell the said Third Part of the said leased Premises, then and in such Case it shall and may be lawful to and for the said *M.F.* at the Request, Costs and Charges of the said *S.D.* to make Sale of the said Third Part of the said Premises so vested in her in Trust as aforesaid: **Provided** always, and upon Condition that the Monies arising by such Sale as aforesaid, be placed out at Interest upon some good Security, upon the same Trusts, as the said Third Part of the said leased Premises is herein before in and by these Presents declared to be.

In a Lease of a Brewhouse and Vessels, that the Landlord shall renew old Vessels or Utensils.

Provided always, That if any of the said Vessels or Utensils shall need, during the Term aforesaid, by Means of Oldness, to be renewed, that then he the said *A.B.* his Executors,

tors, &c. shall and will, at his and their own proper Costs and Charges, renew all and every such Vessels or Utensils, to be renewed as often as need shall be or require, during the said Term, so that the same be not broken or destroyed by the Default or Negligence of the said C.D. his, &c.

That Leases granted of several Parcels of the Premises conveyed shall continue in full Force.

PROVIDED always, and it is the true Intent and Meaning of these Presents, That such Parcel of the Premises, as were lately leased by Sir R.C. to, &c. by Indenture of Lease, bearing Date, &c. for the Term of, &c. from, &c. at the Rent of, &c. per Ann. as also such other Parcel, &c. (as above) to, &c. by Indenture, &c. for, &c. from, &c. at the Rent of, &c. or any Lease or Leases thereafter to be made by the said Sir T.C. of the same Premises so leased as aforesaid, to the said B. and D. under the like Rent and Covenants, contained in the said respective Lease or Leases, shall remain, continue and be in their full Force and Virtue, as if these Presents had never been had or made, any Thing herein contained to the contrary notwithstanding.

To surrender a Lease before the End of a Term if the Lessee shall think fit, and a Covenant that the Lessor will deliver up the Counterpart.

PROVIDED also, and it is hereby mutually consented to and agreed, by and between the said Parties to these Presents, That if the said P.F. his Executors, Administrators or Assigns, shall be minded and desirous to leave the said Messuage or Tenement hereby demised, and to be discharged of the Lease thereof hereby granted, at the Expiration of the first seven Years of the Term of 21 Years hereby granted, or at the Expiration of 11 Years of the said Term, or at the Expiration of 15 Years of the said Term, that then, and in such Case, he the said P.F. his Executors, Administrators or Assigns, giving Notice in Writing under his Hand, unto the said J.L. his Executors, Administrators or Assigns, of such his or their Mind or Intention, six Months before the Expiration of the said Term of seven Years, or of the said Term of 11 Years, or of the said Term of 15 Years, and paying all Rent that shall be due at the Expiration of each or any of the said respective Terms of seven, eleven or fifteen Years, and leaving the Premises in good Repair, according to the Covenants in the said Lease, and delivering up the Original Lease, under the Hand and Seal of the said J.L. to be cancelled and made void; this present Indenture of Lease, and every Covenant, Article and Agreement therein contained, shall from thenceforth cease, determine and be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said J.L. for himself, his Executors, Administrators and Assigns, doth covenant and promise, to and with the said P.F. his Executors, Administrators and Assigns, that upon such Surrender and Determination of this present Indenture of Lease, he the said J.L. his Executors, Administrators or Assigns, shall and will deliver up unto the said P.F. his Executors, Administrators or Assigns, the Counterpart of this present Indenture, under the Hand and Seal of him the said P.F. to be cancelled and made void.

A Power to surrender in case of Lessee's Renewal, &c.

PROVIDED always, and it is covenanted, declared and agreed by and between the Parties to these Presents, in Manner following, viz. That if the said A. his Executors or Administrators, or any other Person or Persons having any Estate or Interest of or in the Premises hereby granted, shall at any Time or Times hereafter, during the Continuance of the Term hereby leased, be minded or desirous to surrender up the Original Lease, by which the same is now held from the Prebend of P. belonging to the Cathedral Church of St. P. London, and to renew the same for any further Term or Terms, Estate or Estates whatsoever, and shall tender or pay to the said B. his Executors, Administrators or Assigns, on the demised Premises, the Sum of 12 d. of, &c. to the Intent to make void the Estate, Term of Years and Interest hereby leased, or mentioned or intended so to be; that then the said Term of Years hereby granted, immediately shall cease, determine, and be utterly void and of none Effect, to all Intents and Purposes whatsoever; any Thing herein before contained to the contrary thereof in any wise notwithstanding; in Consideration whereof, the said A. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise, grant and agree to and with the said B. his Executors,

Administrators and Assigns, and to and with every of them, by these Presents, that in case any Payment or Tender shall be so made of the said first Accounts, to the true Intent and Meaning of the last herein before mentioned Proviso, and that the Estate, Term of Years and Interest hereby leased, or mentioned to be leased, shall thereby, according to the true Meaning hereof become void; that then the said *A.* his Executors, Administrators or Assigns, or such Person or Persons as shall renew the said original Lease, shall and will, within three Months next after such Voidance of the said Term and Estate hereby leased, by such Tender or Payment as aforesaid (at the Request and Charge of the said *B.* his Executors, Administrators or Assigns) seal and execute, or cause to be sealed and executed unto the said *B.* his Executors, Administrators and Assigns, a new Lease of the said hereby leased Premises, and of every Part and Parcel thereof, for and during all the Rest and Residue of the said Term of 21 Years hereby leased, as shall be then to come and unexpired, at and under the like Rents, Covenants, Provisoes, Conditions and Agreements (*mutatis mutandis*) to all Intents and Purposes as are herein contained, (subject nevertheless to the last Proviso herein after contained touching the Determination of the Term hereby demised); and that in the mean Time the said *B.* his Executors, Administrators and Assigns, shall and may have, hold and enjoy the said herein before demised Messuage or Tenement and Premises, as if the Estate, Term of Years and Interest hereby demised, had not been surrendered or made void, so as such Person or Persons, to whom such new Lease shall be made, according to the true Intent of these Presents, do seal and execute a Counterpart thereof at the Time of the Sealing of such new Lease thereof; And, &c. (*Covenant for quiet Injoyment.*)

A Proviso in a Lease of 11 Years, to avoid the same at the End of the first seven Years.

Provided always, and it is hereby agreed and declared by and between the Parties hereto, and the true Intent and Meaning of them and of these Presents is, that in case the said (*Lessee*) his Executors, Administrators or Assigns, shall be minded and desirous to quit and leave the said Premises, at the End of the first seven Years of the said Term hereby demised, and of such his Mind and Intention to quit and leave the said Premises shall give or leave Notice in Writing at the Dwelling-House of the said (*Lessor*) his Heirs or Assigns, at least six Months before the Expiration of the said Term of 11 Years hereby demised; then and in such Case, upon such Notice given or left as aforesaid, and from and after the End or Expiration of the said first seven Years of the said Term hereby demised, every Covenant and Agreement herein contained (so far as relates to the last four Years of the said Term of 11 Years) shall from thenceforth cease, determine, and be of none Effect; any Thing, &c.

This Proviso to come in after the Power of Re-entry. The Notice may be confined to the Person.

Proviso in a Mortgage, that the Person seised pursuant to the Limitations in a Settlement, may redeem the Premises.

Provided always, and these Presents are upon Condition nevertheless, that if the said *H. B.* and *D.* his Wife, or such other Person or Persons, who shall be seised of any Estate of Inheritance or Freehold, in Possession of or in the said Manor, &c. by Virtue of any Limitation or Appointment contained in the said recited Indenture *Quadripartite* of Release, of the — Day of, &c. shall well and truly pay, or cause to be paid unto the said *J. M.* his Executors, Administrators or Assigns, at or in, &c. the full and just Sum of 1060 *l.* of, &c. in Manner and Form following; (that is to say) 30 *l.* Part thereof on or upon the — Day of — next insuing the Date of these Presents, and the Sum of 1030 *l.* Residue thereof, on or about the — Day of — which shall be in the Year, &c. and that fully and intirely, without any Deduction, Defalcation or Abatement whatsoever, for or in Respect of any Taxes, Charges, Impositions or Assessments, issuing out of, or charged or imposed upon the said Manors, &c. herein and hereby before limited and appointed, unto the said *J. M.* his Executors, &c. or meant, mentioned, or intended to be, or any Part or Parcel thereof, for or by Reason of Ordinance or Act or Acts of Parliament, made or to be made, or otherwise howsoever; that then, from and immediately after such Payment of the same, this present Indenture, and all and every the Term and Estate therein and thereby granted, limited or appointed, shall cease, determine, and be utterly void to all Intents and Purposes whatsoever; any Thing herein before contained to the contrary, &c.

Proviso that after Payment of a Sum of Money, Part of an Annuity shall cease.

PROVIDED always, and it is hereby agreed and declared, and it is the true Intent and Meaning of the Parties to these Presents, that from and after the Payment of the said 1500*l.* in Manner aforesaid, to the said *S. H.* 40*l.* Part of the said Annuity of 194*l.* shall cease, determine, and be no longer paid, and the Annuity, that shall from thence after be yearly paid to the said *J. H.* by the Executors and Administrators of the said *T. T.* during the natural Life of the said *S. H.* shall be the yearly Sum of 154*l.* of lawful Money of Great Britain, and which shall be in lieu and Satisfaction of the said Annuity of 194*l.* and shall be paid at Times, and in the Manner as the said herein before mentioned Annuity of 194*l.* is made payable.

That the Husband and Wife, if they think fit, may jointly, at any Time during their Lives, revoke a Settlement, &c. made to Trustees.

PROVIDED also further, and it is the true Intent and Meaning of these Presents, and of all the Parties to the same, that it shall and may be lawful to and for the said Sir *T. C.* and Dame *P.* his Wife jointly, at any Time hereafter, at their Will and Pleasure, to cancel, revoke or make void these Presents, and every Thing herein contained, by such Ways or Means, and at such Times, and at all Times, as they, during their joint natural Lives, shall think fit and convenient; any Thing herein before contained to the contrary in any wise notwithstanding.

Another, that the Husband may alter Uses by his Deed or Will.

PROVIDED also, and it is hereby declared and agreed, and the true Intent and Meaning of these Presents, and of all the said Parties of the same is, that it shall and may be lawful to and for the said Sir *H. P.* and that he shall have full Power, Liberty and Authority from Time to Time, and at any Time or Times, during his natural Life, by any Deed or Deeds, Writing or Writings, to be by him subscribed and sealed in the Presence of three or more Credible Witnesses, or by his last Will and Testament in Writing, or other Writing purporting to be his last Will and Testament, to be by him signed, sealed and published in the Presence of the like Number of Witnesses, to revoke, alter, change, determine, and make void all, every or any of the Uses or Estates before, in and by these Presents limited or declared of or concerning the said Manors, &c. every or any of them, or any Part or Parts, Parcel or Parcels thereof, to or for the said *H. P.* the Son, for his natural Life as aforesaid, and to and for the several and respective Sons of the Body of the said *H. P.* the Son, and the Heirs Male of the several and respective Bodies of the same Sons aforesaid, and to the said *J. V.* Sir *J. H.* *J. S.* and *R. S.* and their Heirs, during the respective natural Lives of the said *H. P.* the Son, and *H. P.* as aforesaid, and all the Powers herein before given and reserved to the said *H. P.* the Son, and *H. P.* or either of them; any Thing herein contained, &c.

Proviso as to the several Persons, taking the Surnames of W. together with their Coat of Arms; several Uses to R. T. and R. W. and their respective Heirs Male, as is above to W. W. W.

AND for Default of such Issue, then to the Use and Behoof of the Right Heirs of the said Captain *R. W.* for ever, and to, for and upon no other Use, Intent or Purpose whatsoever: **PROVIDED** always, that in case the said *W. W. W.* or any Issue Male of his Body, or the said *R. W.* or any Issue Male of his Body, or the said *T. W.* or any Issue Male of his Body, or the said *R. W.* or any Issue Male of his Body, when they or any of them shall respectively come into or be in Possession of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby released and confirmed, or any of them, or any Part thereof, by Virtue of the Limitations above mentioned, shall refuse or wilfully neglect to take on him and them respectively the Surname of *W.* together with his and their own respective Surname; and in all Deeds, Letters and Writings therein after to be written or subscribed by them, or any of them respectively, to write and own themselves by the Surname of *W.* together with their own respective Surname, and to quarter the said Testator's Coat of Arms in the first Place, together with their own respective Coat of Arms; then and in such Case, all and every the Uses

Uses and Estates herein before limited, or directed to be limited to or for the Use and Benefit of such of them as shall so refuse or neglect as aforesaid, shall cease, determine, and be utterly void; and then and thereupon, all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, herein before mentioned and intended to be hereby released and confirmed and limited as aforesaid, shall immediately go over and remain to the Use of such other Person or Persons to whom the same are and is next successively appointed and limited by Virtue of the Limitations herein before contained for such Estate and Estates, and under and subject to such Provisoos and Limitations as are herein and hereby before mentioned, expressed and declared, of, touching and concerning the same; any Thing herein contained to the contrary thereof in any wise notwithstanding.

The like to T. and R. W.

AND for Default of such Issue, **To the Use** and Behoof of T. and R. W. &c. (the like Remainders to him and his Heirs Male, as is above to W. W. W.)

Receipts.

Receipts in Deeds for Consideration Money.

— **The Receipt** whereof the said A. J. doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit, exonerate, and for ever discharge the said J. S. his (her) Executors, Administrators and Assigns, and every of them, by these Presents.

— **The Receipt** and Payment of which said several Sums of — and — the said A. doth hereby acknowledge, and of and from the same, and either of them, and every Part thereof, doth clearly acquit, release and discharge the said D. and E. and either of them, their and either of their Heirs, Executors, Administrators and Assigns for ever, by these Presents.

— Of which said several Sums of — and — the said A. and F. his Wife, D. G. H. &c. do hereby respectively acknowledge, and thereof, &c.

— The Receipt whereof is hereby acknowledged, and the said W. M. and M. his Wife, therewith fully satisfied, contented and paid, and thereof, and of every Part thereof do acquit, &c.

Receipts indorsed.

For Consideration Money in a Conveyance or Security.

RECEIVED the Day of the Date of the within written Indenture of the within named A. B. the Sum of 100 l. being the Consideration Money within mentioned to be paid by him to me. I say received 100 l.
By me C. D.

The like.

— *As before to*, being in full for the Consideration Money within mentioned for the Purchase of — within granted and sold.

The like by several Vendors.

WE the within named H. J. and W. my Wife, B. C. and F. my Wife, do severally acknowledge to have received on the — Day of the Date of the within written Indenture, from the within named P. P. the within mentioned Sums of — according as the same is mentioned to be paid to us severally by the within written Indenture, being in full for the Consideration Money for the within conveyed Premises. We say received.

The like where there are two Originals and two Receipts for the same Sum.

RECeived, &c. as before to, by him to me, and for which, the like Receipt
is given on another Part of the within written Indenture. } 100*l*.
I say received —

The like where there are several for the same Sum on several Deeds.

RECeived, &c. as before to, paid to me, and for which Sum two several Re-
ceipts are indorsed on the Back of one Indenture of Release, bearing equal Date } 100*l*.
with the Indenture within written and made between — I say received —

Another.

I The within named *A. B.* do hereby acknowledge to have received of the within
named *C. D.* the within mentioned Sum of — in such Manner as the same is } 100*l*.
indorsed upon an Indenture of Release, bearing Date — and made between — I say received —

For Money mentioned in a Deed.

RECeived the Day of the Date of the within Indenture, of and from the within named
J. G. the Sum of — within mentioned to be paid to me.
I say received by me *J. B.*

The like.

I The within named *A.* do acknowledge to have received on the Day of the Date with-
in written, of and from the within named *D.* and *E.* the Sum of — which with
the Sum of — paid by them in Discharge of the several Mortgages within mentioned,
amounts together to the Sum of — in full for the absolute Purchase of the Manor, Mes-
suages, Lands and Hereditaments, by the within written Indenture granted and conveyed.
Witness my Hand the Date within —

Another.

I The within named *C.* do, &c. the Sum of — being in full for the Consideration
Money mentioned by the within written Indenture, for the Purchase of one third Part
of the Messuages and Premises within granted and sold.

Another.

I The within named *A.* and *E.* my Wife, do acknowledge to have received the Date with-
in, of the within named *D.* the Sum of 50*l.* being in full for the Consideration men-
tioned to be paid us by the within written Deed. We say received

A.
E.

Another.

WE the within named *A.* and *E.* my Wife, *B.* and *F.* my Wife, do severally ac-
knowledge to have received the Date within, of the within named *D.* the within
mentioned Sums of 50*l.* 25*l.* and 25*l.* in Proportion, and according as the same is men-
tioned to be paid to us severally by the within written Deed, being in full thereof, and for
the within conveyed Premises. We say received.

Another.

I The within named *W.* do, &c. the within mentioned Sum of — the Consideration
Money mentioned to be paid me, in and by the within written Indenture, and is in
Part of the Debt of — due to me from the within named *B.* deceased, or his Estate, as
within is mentioned. **Witness** my Hand the Date within mentioned.

A Receipt for Money, and a Bond in full for the Marriage Portion within mentioned.

RECeived on the Day of the Date of the within written Indenture of the within named *W. E.* the Sum of 2500*l.* in Money, and a Bond for 500*l.* which is in full for the Marriage Portion of the within named *M. E.*

Witness

By me *T. W.*

A Receipt where Part of the Consideration is paid in Money, and the Rest secured otherwise.

RECeived the Day and Year first within written, of the within named *Sir T. U.* the Sum of 3000*l.* which with the Sum of 20000*l.* secured as in the within written Indenture is expressed, is in full for the absolute Purchase of the within mentioned Premises. I say received by me

Witness, &c.

N. L.

Receipt for Part of Purchase Money, written under the Agreement to convey.

RECeived this 10th of *April 1724.* of *W. P. W. Esq;* the Sum of 20*l.* which, with 130*l.* 30*l.* and 20*l.* in the whole amounting to 180*l.* already paid, is in Part of the Purchase of the abovesaid Farm. I say received

Test. *W. W.*

By *T. V.*

RECeived this 29th of *April 1724.* of the said *Mr. W.* 30*l.* in further Part of his said Purchase Money. I say received

By *T. V.*

Receipt for Money raised by the Sale of South-Sea Stock.

RECeived of the above named *W. B.* and *J. A. P.* the Sum of 204*l.* 10*s.* being in full for Money raised by the Sale of the 200*l.* *South-Sea* Stock above mentioned, and the Sum of 4*l.* for a Dividend thereon due at, &c. I say received the said Sums of 204*l.* 10*s.* and 4*l.* in full for the said 200*l.* *South-Sea* Stock, and all Dividends, Interest and Profits thereof

By me *E. B.*

Releases.

A General Release from one to one.

General
Forms.

KNOW all Men by these Presents, that I *A. B.* of — have remised, released and for ever discharged, and by these Presents do for me, my Heirs, Executors and Administrators, remise, release, and for ever discharge *B. C.* of — his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Bonds, Bills, Specialties, Covenants, Contracts, Controversies, Agreements, Promises, Variances, Damages, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, which against the said *B.* I ever had, now have, or which I, my Heirs, Executors or Administrators, hereafter can, shall, or may have, for, upon, or by Reason of any Matter, Cause or Thing whatsoever, from the Beginning of the Word to the Day of the Date of these Presents. **In Witness, &c.**

Two to one.

— That we *A. B.* of, &c. — and *C. D.* of, &c. — have, and either of us hath remised, &c. — and by, &c. — do, and either of us doth for us, and either of our Heirs,

(a) For Releases concerning Lands, vide Title Lease and Release.

Heirs, Executors and Administrators, remise, &c. — which against the said E. we, or either of us ever had, now have, or which we, or either of us, our, or either of our Heirs, &c. — hereafter can, &c.

One to two.

— That I, &c. — discharge C. D. of, &c. — and E. F. of, &c. — and either of them, their and either of their Heirs, Executors and Administrators, of and from, &c. which against the said C. and E. or either of them, I ever had, &c. —

Three to one.

— That we A. B. of, &c. — C. D. &c. — and E. F. of, &c. — have, and either and every of us hath remised, &c. — and by, &c. — do, and either and every of us doth for us, either and every of us, our, either, and every of our Heirs, &c. — which against the said G. we, either or any of us ever had, now have, or which we, or either or any of us, our, or either or any of our Heirs, &c. —

One to three.

— That I, &c. — discharge C. D. of, &c. — E. F. of, &c. — and G. H. of, &c. — either and every of them, their, either and every of their Heirs, &c. — which against the said C. E. G. either or any of them, I ever had, &c.

A mutual General Release by Indenture.

THIS Indenture, made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, **Witnesseth**, that the said A. B. hath remised, released, and for ever quit-claimed, and by these Presents **Doth** remise, release, and for ever quit-claim unto the said C. D. **All** Actions and Causes of Action, Trespasses, Obligations, Accounts, Promises, Debts, Judgments, Executions, Damages, Claims and Demands whatsoever, from the Beginning of the World unto the Day of the Date of these Presents: **And this Indenture further witnesseth**, that the said C. D. hath remised, released, and for ever quit-claimed, and by these Presents **Doth** remise, release, and for ever quit-claim unto the said A. B. **All** Actions and Causes of Action, &c. (as before) unto the Day of the Date of these Presents. **In Witness**, &c.

A Release in Pursuance of an Award.

— And by these Presents (according to and in Pursuance of a certain Writing of Award indented, bearing Date — made and given under the Hands and Seals of —) do — for, upon or any ways concerning — in the said Award mentioned, and every or any Part thereof — (You may add the general Words, if you think fit) and from all, &c.

Of divers Controversies, &c. pursuant to an Award by Rule of Reference made at a Trial.

TO all, &c. I W. T. of — send Greeting. **Whereas** at a Sitting of *Nisi prius*, Recital of Rule of Court. held at *Westminster-Hall* for the County of *Middlesex*, before the Right Honourable Sir — Lord Chief Justice of his Majesty's Court of King's Bench at *Westminster* the — Day of — last, a Cause came on to be tried, wherein I the said W. T. was Defendant, and R. F. Plaintiff; and on such Trial an Order or Rule by Consent was then made, that the said Cause, and also one other Cause depending between the same Parties in the Court of Common Pleas, should be referred to the Persons therein named, being the three Foremen of the Jury impanelled and sworn to try the said Cause, or any two of them, to hear and determine the said Differences, and they were to make their Award in Writing on or before — then next: **And whereas** the said Arbitrators did make their (a) Award in Writing under their Hands and Seals bearing Date the — now last past, and in and by the same, did (amongst other Things therein contained) award and order that the said R. F. should consent that the Sum of — by him paid into the Court of Common Pleas, be received

(a) Vide Tit. *Jwards*, p. 666.

And of Mo-
ney taken out
of Court.

ceived out of the said Court by me the said *W. T.* to my proper Use; and did also award and order that he should pay unto me the said *W. T.* the Sum of — on the Day of the Date of these Presents, at the Place and Time therein appointed; and did also award and order that general Releases should be mutually executed between us of the Matters to them referred; as by the said Order or Rule of Reference, and the said Award thereupon made, may more fully appear: **And whereas** the said *R. F.* consented to my taking the said — out of the said Court of Common Pleas, and pursuant thereto I have received the same, and I have also received of him the said — according to and in Pursuance of the said Award: **Now know ye**, that I the said *W. T.* in full Pursuance of the said Award, on my Part **have** remised, released, and for ever quit-claimed, and by, &c. **Do** remise, &c. unto the said *R. F.* his Heirs, Executors and Administrators, **All** and all Manner of Cause and Causes of Action, Suits, Quarrels, Controversies, Costs, Damages and Demands whatsoever, which against the said *R. F.* for and on Account of the herein before mentioned two several Causes in the said several Courts of King's Bench and Common Pleas, and of the several Matters by the said recited Order or Rule of Court referred to be determined by the said Arbitrators, and by them awarded and ordered, as is herein before mentioned, I ever had, and which I, my Heirs, Executors or Administrators, shall or may have, claim, challenge or demand, for or by Reason or Means of the Matters in Difference, and to be referred as aforesaid, from the Beginning of the World to the Day of the Date of these Presents. **In Witness, &c.**

A Release between two Traders on settling Accounts.

Whereas sundry Accounts current, and otherwise, and divers Dealings in Trade, have been subsisting and depending for many Years last past, between *B. P.* of the Parish of, &c. and *H. J.* late of, &c. but now of, &c. which said Accounts and Dealings they the said *B. P.* and *H. J.* have balanced and adjusted, by which Balance it appears that nothing remains due from the one to the other; therefore to prevent any future Disputes touching or concerning such Accounts and Dealings, and to ascertain and confirm such Balance and Adjustment, they the said *B. P.* and *H. J.* have mutually agreed to give and execute reciprocal Releases to each other: **Now know all Men** (a) by these Presents, that he the said *B. P.* (for the Considerations aforesaid, and to prevent all future Disputes) for himself, his Executors and Administrators, **hath** remised, released, and for ever quit-claimed, and by these Presents **Doth** remise, release, and for ever quit-claim unto the said *H. J.* his Heirs, Executors and Administrators, **All** and all Manner of Action and Actions, Cause and Causes of Action, Suits, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Bonds, Specialties, Covenants, Contracts, Controversies, Agreements, Promises, Variances, Damages, Judgments, Extents, Executions, Claims and Demands whatsoever, both at Law and in Equity, which against the said *H. J.* his Heirs, Executors and Administrators, he the said *B. P.* now hath or ever had on Account of their said mutual Dealings, or for or by Reason of any other Cause, Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. **In Witness** whereof he the said *B. P.* hath hereunto set his Hand and Seal this — Day of, &c.

To a Guardian.

Know all Men by these Presents, that *L. M.* of — Son and Heir of — deceased, hath remised, released, and for ever quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto *B. H.* of — his Guardian, all and all Manner of Action and Actions, Suits, Reckonings, Accounts, Debts, Dues and Demands whatsoever, which he the said *L. M.* ever had, now hath, or which he, his Executors or Administrators, at any Time hereafter can or may have, claim or demand against the said *B. H.* his Executors or Administrators, for, touching or concerning the Management and Disposition of any of the Lands, Tenements or Hereditaments of the said *L. M.* situate, &c. or any Part thereof, or for or by Reason of any Money, Rents, or other Profits by him received out of the same, or any Payments made thereof during the Minority of the said *L. M.* or by Reason of any Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. **In Witness, &c.**

(a) After the Words, (**Know all Men, &c.**) instead of *B. P.* put *H. J.* and instead of *H. J.* put *B. P.* (which will be a Counter-Release.)

Release from an Account in Administration to one that acted during another's Minority.

ID all, &c. *A. jun.* of, &c. Administrator of his Mother *B. A.* deceased, who was Executrix of his Father *C. A.* also deceased, sends Greeting. **Whereas** *A. sen.* of, &c. Uncle of the said *A. jun.* did in the Minority of the said *A. jun.* take out Letters of Administration of the Goods and Chattels of the said *B. A.* deceased, for the Benefit of the said *A. jun.* and the other Children of the said *B. A.* **And whereas** the said *A. jun.* having attained the Age of 21 Years, the said *A. sen.* hath resigned up his said Administration and Trust aforesaid to the said *A. jun.* and Letters of Administration *de bonis non*, &c. are granted to the said *A. jun.* of the said *B. A.* his Mother, and as she was Executrix aforesaid, for himself, and in Trust and for the Benefit of his Brothers and Sister, Children of the said *B. A.* deceased: **And whereas** the said *A. sen.* and *A. jun.* Administrators as aforesaid, have on the Date hereof made up and adjusted all Accounts, Matters and Things, of and concerning all Monies received, paid and disbursed by the said *A. sen.* as Administrator aforesaid, and all other the Estate whatsoever of or belonging to the said *B. A.* and *C. A.* deceased, or either of them, which have been received or come to the Hand or Disposition of the said *A. sen.* and upon adjusting the said Accounts there appears to be remaining in the Hands of the said *A. sen.* the Sum of — *l.* in Money, and one Bond under the Hand and Seal of *E.* of, &c. for — *l.* Principal Money, whereupon there is Interest due; which said Sums of — *l.* and Bond, the said *A. sen.* hath on the Date hereof paid and delivered to the said *A. jun.* as Administrator aforesaid, and for the Use and Benefit of himself, and of *F. G. H.* and *J.* his Brothers and Sisters; the Receipt whereof the said *A. jun.* doth hereby acknowledge, the same being in full of all Monies, and other the Estate whatsoever, which is now remaining in the Hands of the said *A. sen.* as he was Administrator aforesaid, and due and belonging to the said *A. jun.* and his Brothers and Sisters as aforesaid: **And therefore** the said *A. jun.* Doth hereby, as Administrator aforesaid, for himself, his Executors and Administrators, remise, release, and for ever discharge the said *A. sen.* his Executors and Administrators, of and from the said Accounts, and the said Bond and Money before received, and all Actions, Suits, Judgments, Executions, Claims and Demands whatsoever, for or concerning the same, or for or concerning the Estate of the said *B. A.* and *C. A.* or either of them, as the said *A. sen.* was Administrator aforesaid, in any Manner of wise. **In Witness**, &c.

Release, on the Determination of Partnership, from all Debts relating to the Partnership.

ID all, &c. **Whereas** the said several Parties, together with *J.* of, &c. were lately by Covenants or Indentures in that Behalf interested in and Partners together in the Art and Mystery of, &c. and a joint Stock for Carrying on the said Art, during which said Partnership the said *J.* by the Consent of the Rest of them the said Partners, acted as their Warehouse-Keeper, and received and paid several Sums of Money, and transacted several other Affairs and Business, for and on Account of the said Partnership: **And whereas** the said Partnership is determined, and they the said Partners have made up and adjusted all Accounts concerning the said Partnership, and the said *J.* hath also fully discharged himself to the Rest of the said Partners, for all Monies, Goods and Things whatsoever, which at any Time or Times were received by him, or came to his Hands or Custody, of or belonging to the said Partnership; and they the said Partners have had and received their full Shares and Dividends of all the Stock whatsoever belonging thereunto: **Now therefore know ye**, that they the said *A. B. C.* &c. **Have**, and each of them **hath** acquitted, released and for ever discharged, and by these Presents **Do**, and each of them for himself, his Heirs, Executors and Administrators respectively, **Doth** acquit, release, and for ever discharge the said *J.* his Heirs, Executors and Administrators, of and from all Actions, Suits and Causes thereof, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Covenants, Contracts, Agreements, Specialties, Judgments, Extents, Executions, Claims and Demands whatsoever in Law or Equity, for or concerning the said late Copartnership, and all or any Matters or Things by him transacted and done, or otherwise relating thereunto, in any Manner of wise. **In Witness**, &c.

Release from a Lessor to a Lessee (upon his surrendering his Lease) from the Covenants therein.

ID all, &c. *A. &c.* sends Greeting. **Whereas** the said *A.* by his Indenture of Lease under his Hand and Seal, bearing Date the, &c. did demise, grant and let unto *B. &c.* a Messuage, &c. in the Parish, &c. at a Pepper-Corn Rent, for a certain Term of Years, of which about — Years are yet to come and undetermined, in which said Lease are contained Covenants for repairing the said Premises, and other Covenants, on the Part of the said *B.* to be performed: **And whereas** by Agreement between the said *A.* and *B.* the said *B.* hath delivered up the said recited Lease, and surrendered the same and all his Interest and Term, in and to the said House and Premises: **And therefore know ye** that the said *A.* in Consideration thereof, doth hereby for himself, his Heirs, Executors and Administrators, remise, release, and for ever discharge the said *B.* his Executors, Administrators and Assigns, of and from all and every the Covenants and Agreements in the said recited Lease contained, by and on the Part and Behalf of the said *B.* his Executors, Administrators and Assigns, to be done and performed; and from all Actions, Suits, Costs, Charges, Payments, Damages, Claims and Demands whatsoever, in Law and Equity, for or concerning the same in any Manner of wise. **In Witness, &c.**

A Release pursuant to an Award about a Ship's Voyage.

KNO all, &c. that *J. A. &c.* have remised, released and for ever discharged, and by these Presents (according to and in Pursuance of a certain Writing or Award indented, bearing Date, &c. made by and under the Hands and Seals of *B.* and *C. &c.*) do, for and on the Behalf of *D.* of, &c. Master of the good Ship or Vessel called the *E.* and the Part-owners of the said Ship, acquit, release, and for ever discharge *F. &c. G.* and *H. &c.* and either and every of them, their, either, and every of their Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. which against the said *F. G.* and *H.* either, or any of them the said *D.* and the Part-owners of the said Ship, either or any of them ever had, now have, or which they, either or any of them, their, either or any of their Heirs, Executors or Administrators hereafter can, shall or may have, as well for or concerning a Writing or Charter-Party of Affreightment dated, &c. made between the said *F. G.* and *H.* of the one Part, and the said *D.* of the other Part, as for and concerning the said Ship and her late Voyage from *R.* to *L.* mentioned in the said Charter-Party, in any Manner of wise. **In Witness, &c.**

Release from Creditors to a Debtor, upon compounding the Debts.

ID all, &c. **We** who have hereunto set our Hands and Seals, Creditors of *A.* late of &c. send Greeting. **Whereas** the said *A.* oweth and is indebted to us his said Creditors several Sums of Money, which he is not able fully to satisfy, we therefore have agreed, and do hereby agree to accept of the Sum or Value of — *l.* in full Satisfaction of all the Debts owing to us respectively at Sealing hereof, by and from the said *A.* which is paid or delivered by or for the said *A.* to *B.* and *C.* or one of them, Creditors also and Assigns, by Virtue of a Commission of Bankrupt awarded against the said *A.* for the Use of, and to the Intent the same may be shared and divided amongst us his said Creditors, seeking Relief under the said Commission in Proportion, according to the Debts to us severally due and owing: **Now therefore know ye**, that for the Consideration aforesaid, each of us the said Creditors, who have hereunto set our Hands and Seals, for him and herself, his and her Heirs, Executors and Copartners, doth by these Presents remise, release and for ever discharge the said *A.* his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. which against the said *A.* each and every of us his said Creditors now hath, or which each and every of our Heirs, Executors or Administrators respectively hereafter may, can or ought to have, claim or demand, for, upon, or by Reason of our several and respective Debts to us severally due and owing, or for or by Reason of any other Matter, Cause or Thing whatsoever, from the Beginning of the World, &c.

A Release from a Gentleman to his Steward as to Accounts.

THIS Indenture, &c. **Between** *A.* of one Part, and *B.* of the other Part. **Whereas** the said *B.* hath received some of the Rents of the Estate belonging to the said

faid *A.* and thereby became accountable for the same to the faid *A.* And whereas the faid *B.* hath from Time to Time well and truly accounted with the faid *A.* for such the Receipts of the faid *B.* all which faid Accounts the faid *A.* hath from Time to Time perused and fully approved of, and hath signed and subscribed the same: **Now this Indenture witnesseth,** that the faid *A.* being fully sensible and satisfied of the Truth and Justice of all the faid Accounts, doth hereby approve of and allow the same; and to the Intent that he the faid *A.* his Executors or Administrators may be prevented, barred and excluded upon any Grounds, Pretence or Reason whatsoever, to ravel into any of the faid Accounts, or in any Respect to molest or bring into Suits the faid *B.* his Executors or Administrators, in Relation to the same, or in Relation to any other Demand whatsoever, which the faid *A.* his Executors or Administrators in any Respect, or upon any Account whatsoever, have or may make, challenge or claim against the faid *B.* his Executors or Administrators; and to the Intent the faid *B.* may be hereby encouraged for the future to act on the Behalf of the faid *A.* and may be fully and wholly discharged and indemnified as to any of his Accounts, Actings and Dealings which have already been transacted or done betwixt the faid *A.* and *B.* **The faid *A.* hath** remised, released and for ever quit-claimed, and by these Presents **Doth** fully and absolutely, and as far as in him lies, remise, release and for ever quit-claim unto the faid *B.* his Heirs, Executors and Administrators, all and all Manner of Actions, Cause and Causes of Actions, Suits, Debts, Dues, Duties, Accounts, Sum and Sums of Money, Claims and Demands whatsoever, both in Law or Equity, or otherwise howsoever, which against the faid *B.* he ever had, now hath, or which he the faid *A.* his Heirs, Executors and Administrators, shall or may have, claim, challenge or demand, for or by Reason or Means of any Matter, Cause or Thing whatsoever, from the Beginning of the World unto the Day of the Date of these Presents. **In Witness,** &c.

A Release from many Tradesmen, who joined together in the Sale, &c. of Butter and Cheese, to their Agent.

THIS Indenture Tripartite, made, &c. Between (*Wholesalemen*) *S. B. W. G. S. O. N. F. N. E. &c.* of the first Part, and *E. H.* (and others) all of *London*, and also Traders in Butter and Cheese, of the second Part, and *A. K.* of, &c. Widow, Relict and sole Executrix of the last Will and Testament of *R. K.* late of *London* Cheesemonger deceased, of the third Part. **Whereas** by Articles of Agreement bearing Date, &c. made between and subscribed and executed by the faid *S. B.* and the several other Persons herein above particularly named and mentioned to be of the first and second Part, together with several other Persons (since deceased) of the one Part, and the faid *R. K.* (by the Name of *R. K.* Citizen and Clothworker of *London*) of the other Part (after Reciting that several Abuses had been, and then continued to be committed upon Butters, as well by the Makers thereof, as by other Persons concerned and dealing therein, in Breach of a Statute made in the 14th Year of the Reign of the late King *Charles* the Second, (Intituled, An Act for the reforming and redressing of Abuses committed in the Weight and false Packing of Butters) And that (although there were sufficient Penalties provided in the faid Statute for the punishing of the faid Abuses, yet for want of due Encouragement to put the same in Execution, the faid Abuses remained unreformed, to the great Detriment of the Publick) to the End the faid Abuses might be reformed, and all Offenders therein effectually prosecuted, *They* the faid subscribing Persons *Did* thereby severally covenant and agree with the faid *R. K.* that they the faid subscribing Persons severally should and would, out of every Firkin of Butter and other Goods of theirs, which they should receive at *London*, from the several Counties and Places therein mentioned, between the first of *June* 1719, and the first of *June* 1720, allow and pay the several Sums of Money therein particularly mentioned, *viz.* one Farthing *per* Firkin for all Butters, and 1 *d.* *per* Wey for all Cheese from several Places therein named, and 8 *d.* *per* Ton for thick and thin Cheese from other Places therein also named, as well towards Prosecuting of such Offenders as for and towards the Defending of any Actions and Suits which should be brought or commenced against the faid Traders subscribed or their Agents, on Account of any Duty or Demand imposed or to be imposed on them by any Person or Persons whomsoever; which Monies should be collected by such Persons as the Committee for the Time being should appoint, and by them paid to the faid *R. K.* until Order to the contrary, by a Majority of the Subscribers at a general Meeting; the whole being, as should always be at a general Meeting, duly summoned: And it was further agreed, That the Monies so collected and paid, should be applied towards the Paying all Charges and Expences, which the faid Subscribers and their Agents should be at, in prosecuting and defend-
ing

ing themselves from all Actions and Suits that should be brought against them as aforesaid; and that the Persons, called a Committee, named on the back of the said Articles by the Subscribers, or any three of them, should and were thereby impowered to draw and take from the said R.K. such Monies as he should have in his Hands on the Account, and for the Defraying such Charges of Actions and Suits as aforesaid; And it was further agreed, That the said 8 d. per Ton and 1 d. per Wey, and the Farthing per Pack or Cask, formerly paid to the Lord Mayor's Officers, should be collected and paid into the Hands of the said R.K. Treasurer for the Time being, to be disposed of by a Majority of the Subscribers at a general Meeting; And the said R.K. did thereby covenant with the said Subscribers to render unto them, or to the Committee appointed by them, a true Account of all Monies to be by him received and disbursed on the Account aforesaid, and the Monies remaining in his Hands should and would pay into the Hands of such Person or Persons, as the Subscribers at a general Meeting should order and appoint to receive the same, and that on such Payment the said R.K. should stand discharged from the said Subscribers, as by the said Articles, (amongst other Things) Relation being thereunto had, more fully may appear: **And whereas** in Pursuance and by Virtue of the said in Part recited Articles, the said R.K. in his Life-time did receive several Sums of Money, amounting in the Whole to the Sum of — or thereabouts, and did advance and pay several Sums of Money, amounting in the Whole to the Sum of — or thereabouts, in defending several Suits in his Majesty's Court of Exchequer, commenced by the Mayor and Comonalty of London: **And whereas** on or about the — Day of January 17—, the said R.K. departed this Life, having first made and duly executed his last Will and Testament in Writing, bearing Date on or about the — Day of — 17—, and thereof did constitute and appoint her the said A.K. sole Executrix thereof, who hath since duly proved the same in the Prerogative Court of Canterbury, and hath taken upon her the Burthen and Execution thereof, as by the said Will or the Probate thereof more fully may appear: **And whereas** by Virtue of the said Will, she the said A.K. being possessor of the Residue of the Monies so paid, as aforesaid, to the said R.K. in Pursuance of the said Articles, **Doth**, since the Death of her said Husband, advanced and paid towards Defending the before mentioned Suits, several other Sums of Money, amounting in the Whole to the Sum of 210 l. or thereabouts: **And whereas** the said A.K. being very desirous, as well as the said S.B. and all other the Parties to these Presents, that all such Monies so paid to the said R.K. by Virtue of the said Articles as aforesaid, and which now remain in the Hands of the said A.K. should be paid to some Person or Persons as should be appointed and thought fit and proper to receive the same; and that she the said A.K. might be fully cleared and discharged therefrom, she having, without any Advantage therefrom to herself, kept the same by her ready and in order to answer and pay the same to such Person or Persons, who had or shall have a sufficient Power and Authority to receive, and give a proper Discharge for the same; for which End and Purpose of the Trade, all being duly summoned at a general Meeting held on the 21st Day of May now last past, *It was ordered*, and they the said (Nine) were then elected, chosen and appointed a Committee to receive all such Monies so paid to the said R.K. as aforesaid, and which now remain in the Hands of her the said A.K. and that they the same several Persons so appointed as a Committee, should have full Power and Authority to give and execute to her the said A.K. such Release and Discharge for the said Monies so now remaining in her Hands, and to be by her now paid as aforesaid: **And whereas** on an Account this Day made and stated by and between the said (Nine) or some of them, it appears that there now remains in her Hands, of the Money received by the said R.K. as aforesaid, (over and above what by him or her the said A.K. hath been disbursed or paid as aforesaid,) the full Sum of — and no more: **Now this Indenture witnesseth**, that for several Considerations them thereunto moving, they the said (49) **Have**, and each of them hath, and (by Virtue of all and every the Authorities, Powers, Covenants and Agreements in the said in Part recited Articles mentioned and contained, and by Virtue of every or any other Power and Authorities whatsoever enabling them thereunto) **Do**, and each and every of them **Doth** authorise and appoint them the said (Nine) to receive from the said A.K. the said Sum of — so now remaining in her Hands as aforesaid; **Nevertheless upon the Trusts** herein after mentioned touching the same, **And** that the same Persons so authorised, or some of them, shall have, and they or some of them are hereby fully and absolutely authorised and impowered as well to receive as also to give such Release and Discharge, and to sign a Receipt for the same, and that such Release shall, and the same is hereby agreed and intended to be as full and sufficient a Discharge to her the said A.K. her Executors and Administrators, as if all the Parties had made, signed and executed the same: **And this Indenture further witnesseth**, That for and in Consideration of the

the said Sum of — of lawful, &c. to them the said (*Nine*,) some or one of them, in Hand well and truly paid by the said *A.K.* at or before the Executing of these Presents, being the Ballance due from her upon the said Account, (*Which* Sum is hereby agreed shall be paid and applied to and for the several Uses, Trusts and Purposes herein after mentioned and expressed, touching and concerning the same,) **The Receipt** of which Sum of — is by all the Parties hereto acknowledged; **And** in Consideration thereof, they the said *Nine*, (the said Committee so authorised and appointed as aforesaid,) by Virtue of the before mentioned Order, dated the 21st Day of *May* now last past; and also by Virtue of the Appointment herein before mentioned touching the same, and in Pursuance thereof, **Have**, and each and every of them **Doth**, and by these Presents **Do**, and each and every of them **Doth**, as well on Behalf of themselves severally and respectively, and for their several and respective Executors and Administrators, as also on the Behalf of all and every of them the said (49 and 9), their several and respective Executors and Administrators, remise, release, discharge and for ever quit-claim unto the said *A.K.* her Executors and Administrators, and to all and every other the Representatives of the said *R.K.* deceased, as well all and every Sum and Sums of Money whatsoever, now due, owing or payable from the Estate late of the said *R.K.* deceased, or from the said *A.K.* as Executrix of the said *R.K.* or otherwise howsoever, by Virtue of, or on Account of any Sum or Sums of Money paid to or received by the said *R.K.* on Account of the before in Part recited Articles, as also of and from all Actions, Suits, Claims and Demands whatsoever, both in Law and Equity, which they the said all Parties, &c. both of first and second Part, any or either of them, can or may have, claim or demand, either against her the said *A.K.* or the Estate of the said *R.K.* deceased, for, by Reason or upon Account of any Money paid to or received by the said *R.K.* by Virtue of the before in Part recited Articles, or for or by Reason of any Breach or Non-performance of any Covenant or Agreement in the said Articles contained, and which on the Part and Behalf of the said *R.K.* his Executors or Administrators, was or is thereby covenanted or agreed to be paid, done and performed, or for or by Reason of any other Account, Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. **And this Indenture further witnesseth**, and it is hereby agreed and declared by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and of these Presents, is, that the said Sum of — so paid by the said *A.K.* to the said *Nine*, some or one of them, as aforesaid, was and is so paid to them upon the Trusts, and to and for the several Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same, (that is to say) **In Trust** in the first Place, that they the said *Nine*, (the Committee and Trustees hereby appointed) shall pay and apply so much of the said Principal Sum of, or of the Interest and Produce thereof, for Payment and Discharge of all such Costs, Charges and Damages which are now due and payable, or which at any Time or Times hereafter shall or may be recovered, or that shall or may become due and payable on Account of any of the before mentioned Suits now depending in the said Exchequer, or which shall or may at any Time hereafter be brought against or commenced by the said Parties hereto or any of them, for, touching, concerning or on Account of any Duty, Matter or Thing whatsoever in the said in Part recited Articles mentioned and contained, and from and after Payment thereof and subject thereunto, then as to all the Residue and Remainder of the said Sum of — upon this further Trust, that they the said Committee or Trustees, or the major Part of them, shall and will place and put out the same either in some publick Bank Stock or Fund, or else upon some Government or other good Securities, for better Improvement thereof, in such Manner as they the same Committee and Trustees, or the major Part of them shall think fit; And upon this further Trust, that all such Residue of the said Sum of — together with all the Interest, Benefit and future Improvement thereof, shall from Time to Time and at all Times, be paid, applied and disposed, to and for the Uses, Intents and Purposes in the said Articles mentioned; and that in such Manner as they the said Committee and Trustees hereby appointed, or the major Part of them, shall think fit, provided, and so as the same be for the Benefit of the aforesaid Trade: **Provided also**, and it is hereby agreed, that on the Death of any one or more of the present Committee, that then at the next general Meeting of the said Trade, another or more fit Person or Persons belonging to the said Trade, and who is a Party or Parties hereto, shall be chosen in the Room of, and shall succeed such Person or Persons so dying as aforesaid. **In Witness, &c.**

On purchasing a Freehold Estate, where a Bargain and Sale is made thereof for the same Consideration, and a Recital of Copyhold Premises which are covenanted to be surrendered to the Use of the Releasee.

Purchase.

THIS Indenture Tripartite, made, &c. **Between** T.B. Esq; eldest Son and Heir of J.B. late of — Esq; deceased, and N.B. of — of the first Part, and the Honourable R.E. of — of the second Part, and J.D. of — of the third Part, **Witnesseth**, that for and in Consideration of the Sum of — of, &c. to the said T.B. Party hereto, and of the Sum of 10s. of, &c. to the said N.B. by the said R.E. well, &c. at, &c. (being the same Sums of — as are mentioned in one Indenture of Bargain and Sale, bearing even Date herewith, and made or expressed to be made between the said T.B. and N.B. of the one Part, and the said R.E. of the other Part,) the Receipt, &c. and for divers other good Causes, &c. **They** the said T.B. and N.B. **Have**, and each of them **hath**, granted, bargained, sold, aliened, remised, released and confirmed, and by these Presents **Do**, and each of them **Doth**, grant, &c. unto the said R.E. his Heirs and Assigns, **All** that, &c. and all and singular Houses, &c. and also all and singular other the Messuages, &c. of them the said T.B. and N.B. or either of them, or whereof or wherein they or either of them, or any other Person or Persons whatsoever in Trust for them, or either of them, is or are seised of any Estate of Freehold or Inheritance, in Possession, Reversion, Remainder or Expectancy, situate, lying and being in the several Townships, Parishes, Precincts or Territories of — in the said County of — or in any of them, with their and every of their Rights, Members and Appurtenances, the Messuages or Tenements of the said N.B. in B. aforesaid, now in the Tenure of, &c. and the Lands thereto belonging, and which said Premises are let to the said — by the said N.B. at — l. per Annum only excepted and foreprised, (**All which** said Messuages, &c. except as herein before excepted) are by Indenture, bearing Date, &c. made or expressed to be made between the said T.B. and N.B. of the one Part, and the said R.E. of the other Part, and for the same Consideration herein mentioned and expressed, bargained and sold unto the said R.E. and his Heirs, *To the only Use and Behoof of the said R.E. his Heirs and Assigns for ever,* and the Reversion, &c. and all the Estate, &c. together with all Deeds, &c. **To have and to hold** the said Messuages, &c. hereby granted or released, or meant, mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said R.E. his Heirs and Assigns, **To the only Use** and Behoof the said R.E. his Heirs and Assigns for ever; and to and for no other Use, &c. whatsoever. (*Add T.B.'s Warranty, vide Tit. Warranty; and covenants, That he is seised in Fee-simple; that R.E. shall peaceably enjoy, free from Incumbrances; from T.B. for himself and M. his Wife, and N.B. for himself and B. his Wife, to levy a Fine to R.E. and T.E. and their Heirs, or to the Survivor and his Heirs; from N.B. that he and B. his Wife will join in such Fine; that the Fine shall be to the Use of R.E. his Heirs and Assigns for ever; and that after Levying the said Fine, a common Recovery shall be suffered, J.D. Demandant, R.E. and T.E. Tenants, and T.B. Vouchee; and that as well the said Fine as the said Recovery shall be to the Use of R.E. his Heirs and Assigns; from T.B. to R.E. for further Assurance; vide Tit. Covenants.*) **And whereas** the said T.B. is lawfully seised or possessed to him and his Heirs, according to the Custom of the Manor of — of and in several Copyhold or Customary Pieces or Parcels of Land, containing in the Whole, &c. or thereabouts, more or less, purchased by the said J.B. deceased, of T.F. which are now in the Tenure, &c. and is in like Manner seised, &c. of and in, &c. all which said Copyhold or Customary Premises are Part of the Lands and Tenements which the said T.B. Party hereunto hath agreed to sell and convey unto the said R.E. in Consideration of the said Sum of — : **Now this Indenture further witnesseth**, and the said T.B. for the same Consideration afore mentioned, doth for himself, his Heirs, Executors, Administrators and Assigns, and every of them, covenant, &c. (*To surrender the said Copyhold Premises; Covenant for peaceable Enjoyment of the said Copyhold Premises; and that N.B. has paid J.B. his Father's Debts, Legacies, &c. and will indemnify R.E. therefrom. Vide Tit. Covenants.*) **In Witness**, &c.

Recital of
Copyhold
Lands.

From a renouncing to an acting Executor and Trustee, to enable the latter to sell the Real Estate devised.

I**D** all People, &c. *E.* of — sends Greeting. **Whereas** *B.* late of — made Purchase. his last Will and Testament in Writing, bearing Date — and thereby devised unto the said *E.* and *A.* of — and to their Heirs, several Messuages, Lands, Tenements and Hereditaments, upon the Trusts therein mentioned, and constituted and appointed the said *E.* and *A.* Executors of the said Will: **And whereas** the said *B.* soon after the making the said Will died, and the said *E.* hath renounced the said Executorship, and does disclaim all Right to any of the Manors, &c. mentioned in the said Will, to be devised to the said *A.* **And whereas** the said *A.* hath agreed to sell the four Messuages, &c. herein after mentioned, being as the said *A.* affirms, Parcel of the Premises mentioned to be devised as aforesaid: **Now** the said *E.* for Satisfaction of a Purchaser, and to enable the said *A.* more speedily to perform the Trusts mentioned in the said Will, he the said *E.* for himself and his Heirs **Doth**, at the Request of the said *A.* testified by his Signing and Sealing of these Presents, released and for ever quit-claimed, and by these Presents **Doth**, at such Request, testified as aforesaid, release and for ever quit-claim unto the said *A.* and his Heirs, **All** the Estate, Right, Title, Interest, Benefit, Claim, Advantage and Demand whatsoever of him the said *E.* of, in, unto, and out of all that, &c. (the Parcels.) **In Witness**, &c. *Vide* the Conveyance Tit. **Lease and Release.**

Perused by Mr. *W.* (*E.* was himself.)

For further Assurance of a Copyhold Estate, made to the Party admitted thereto in Pursuance of a former Covenant.

I**D** all, &c. **Whereas** the said *A. C.* hath surrendered to *H. H.* of — Esq; and to his Heirs and Assigns, all that Customary or Copyhold Capital Messuage, &c. situate, &c. **And whereas** at a special Court held this Day for the Manor of — the said *H. H.* is duly admitted to the said Copyhold Messuage and Premises, *To hold* to him and his Heirs, according to the Custom of the said Manor: **Now know ye**, that I the said *J. C.* as well in Part of Performance of a Covenant for further Assurance comprised in an Indenture, dated, &c. and made between, &c. as in Consideration of the Sum of, &c. he the said *J. C.* **Doth** remise, released, and for ever quitted Claim, and by these Presents **Doth** fully, clearly and absolutely remise, &c. unto the said *H. H.* his Heirs and Assigns, (in his actual Seisin now being by Virtue of the said Admittance) all such Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, as the said *J. C.* hath or claimeth, or can any wise have or claim, in and to the said Copyhold Capital Messuage, &c. so that neither he the said *J. C.* his Heirs or Assigns, any Estate, &c. shall or will, at any Time hereafter, have, claim or challenge, in and to the Premises, or any Part thereof, but of and from all such Right, &c. shall and will for ever hereafter be barred by these Presents. **In Witness**, &c.

Of an Annuity.

I**D** all to whom these Presents shall come, We *N. B.* of — and *A. B.* of — send Greeting. **Whereas** *J. B.* of — by his Deed indented, bearing Date the — for the Consideration therein mentioned, did give and grant unto *W. L.* and *R. B.* of — one Annuity or yearly Rent of — to be issuing and payable out of all and singular the Manors, Messuages, Lands and Tenements of him the said *J. B.* called — situate, &c. *To have*, hold, receive and enjoy the said Annuity, or yearly Rent of — to the said *W. L.* and *R. B.* their Executors, Administrators or Assigns, for and during the natural Life of the said *J. B.* payable to them the said *W.* and *R.* their Executors and Assigns, at — during the said Term, as by the said Indenture may and doth more fully appear: **And whereas** since the making the said Deed, the said *W. L.* is dead, and the said *R. B.* him survived: **And whereas** the said *R. B.* by his Deed indented, bearing Date the — for the Considerations therein mentioned, did grant, bargain, sell, assign and set over the said Annuity or yearly Rent of — unto us the said *N. B.* and *A. B.* our Executors and Assigns; *To have*, hold, receive and enjoy the same, for and during the Term of — from thence next ensuing, and fully to be compleat and ended, if the said *J. B.* should so long live, as in and by the said last recited Indenture may more fully appear: **Now know**

Recital of Grant of Annuities.

Death of one Grantee.

Assignment of Annuity.

know ye, that he the said *N. B.* and *A. B.* for and in Consideration of the Sum of — to us in Hand paid, at and before the Sealing and Delivering of these Presents, by *G. S.* of — *O.* and *R. G.* of — the Receipt whereof we do hereby confess and acknowledge, **Have** remised, released, and for ever quitted Claim, and by these Presents for us, and either of us, our, and either of our Executors and Assigns, and every of us, **Do** fully, clearly and absolutely remise, release, and for ever quit Claim, unto the said *G. S.* and *R. G.* their Executors, Administrators and Assigns, and every of them, as well the said Annuity or yearly Rent of — before mentioned, and every Part and Parcel thereof, and all Rents, Arrearages of Rents, Penalties, *Nomine Penae's* and Distresses whatsoever, at any Time or Times heretofore due, or forfeited by Reason of the Non-payment of the said Annuity or yearly Rent of — or any Part or Parcel thereof, as also all the Estate, Right, Title, Interest, Property, Claim or Demand whatsoever, which we the said *N. B.* and *A. B.* or either of us, our, or either of our Executors, Administrators or Assigns, now have, may, might, should or ought to have or claim, of, in, and to the said Annuity or yearly Rent of — above mentioned, or any Part thereof, by Force and Virtue of the said several Deeds or Indentures above recited, or either of them, or otherwise howsoever; **To have and to hold** the said Annuity or yearly Rent of — and every Part thereof, with the Appurtenances, unto the said *G. S.* and *R. G.* their Executors, Administrators and Assigns, for and during the Rest, Residue and Remainder of the said Term of — now to come and unexpired, in such Manner, so as neither we the said *N. B.* and *A. B.* or either of us, our, or either of our Executors, Administrators or Assigns, or any of us, shall or may at any Time or Times hereafter ask, claim, challenge or demand, any Estate, Right, Title or Interest in or to the same Annuity or yearly Rent of — or any Part thereof, but thereof and therefrom, and from all Actions, Suits, Titles and Demands concerning the same, shall be for ever debarred by these Presents. **In Witness, &c.**

Of an Annuity in Consideration of being found all Necessaries during Life.

Annuity.

THIS Indenture made, &c. **Between** *A. J.* of — in the County of — (Widow and Administratrix of *J. J.* her late Husband, deceased) of the one Part, and *J. S.* of — Executrix of the last Will and Testament of *V. S.* her late Husband, deceased, of the other Part. **Whereas** (*Recital of the Bequest of the Annuity*): **And whereas** the said Annuity or yearly Sum of — so payable to her the said *A. J.* in Manner as aforesaid, has been to her duly paid and satisfied by the said *J. S.* since the Death of her said Husband to the Day of the Date of these Presents, which is by her the said *A. J.* hereby acknowledged and declared so to be, testified by her being a Party to, and Executing of these Presents: **And whereas** the said *A. J.* and *J. S.* have come to a mutual Agreement to and with each other in Manner as follows, *viz.* The said *A. J.* hath agreed, that the said Annuity or yearly Sum of — so payable to her as aforesaid, shall from henceforth be absolutely determined and extinguished; and that she the said *A. J.* shall absolutely release and surrender the same, and all her Right and Interest therein, unto the said *J. S.* in such Manner as herein after is mentioned and expressed; and she the said *J. S.* (in Consideration of such Surrender and Release to be to her made of the said Annuity or yearly Sum of —) hath agreed, that she, her Executors or Administrators, at her and their Charge, shall and will, from henceforth find, provide and allow her the said *A. J.* with Meat, Drink, Washing, Lodging, Apparel, and all other proper and sufficient Necessaries whatsoever, during her natural Life, and also decently bury her, in such Manner as herein after is also mentioned and expressed: **Now this Indenture witnesseth**, that she the said *A. J.* (in Pursuance and Performance of her Part of the said recited Agreement, for the determining and extinguishing of the said Annuity or yearly Sum of — so now payable to her by the said *J. S.* as aforesaid; and also in Consideration of the Covenant herein after contained from the said *J. S.* for finding her the said *A. J.* with Meat, Drink, Apparel, and all other Necessaries during her natural Life, and of burying her, in Manner as herein after mentioned, and also for and in Consideration of the Sum of — of lawful Money of *Great Britain* to the said *A. J.* in Hand paid by the said *J. S.* at or before the Executing of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good and valuable Causes and Considerations the said *A. J.* thereunto especially moving) **hath** bargained, sold, assigned, surrendered and released, and by these Presents **Doth** bargain, &c. unto the said *J. S.* her Executors and Administrators, **All** that the said Annuity or yearly Sum of — so charged and payable to her the said *A. J.* and her Assigns, for and during the Term of her natural Life, in Manner as aforesaid, and also all Arrears now due and payable to her the said *A. J.* for and in Respect or on Account of the said Annuity

Annuity (if any such there be); and all the Right, Title, Interest, Benefit, Advantage, Property, Claim and Demand whatsoever, both in Law and Equity of her the said *A. J.* or of any Person or Persons in Trust for her, of, in or to the said herein before released Annuity or yearly Sum of — and of, in and to every Part and Parcel thereof, by Virtue of the said recited Will of the said *V. S.* or otherwise howsoever; **To have and to hold** the said Annuity or yearly Sum of — and Premises, and every Part thereof herein before assigned, released and surrendered, or mentioned or intended so to be, unto and to and for the Use and Benefit of the said *A. J.* her Executors and Administrators, from henceforth for and during the natural Life of her the said *A. J.* and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as she the said *A. J.* could or might have had, received or enjoyed the same, in case these Presents had not been made; (*Covenant that Releasor has not assigned, &c. to any other, and for further Assurance*): **And this Indenture further witnesseth**, that in Pursuance and Performance of the said recited Agreement, on the Part of the said *J. S.* to be done and performed, and in Consideration of the Assignment and Release herein before made to her the said *J. S.* by the said *A. J.* of the said Annuity or yearly Sum of — so charged and payable to her the said *A. J.* as aforesaid, and for other good Causes and Considerations the said *J. S.* thereunto moving, she the said *J. S.* for herself, her Heirs, Executors and Administrators, and for every of them, **Doth** covenant (*to find A. J. all Necessaries during Life, and to be at the Charge of her Funeral. Vide Tit. Covenants.*) **In Witness, &c.**

From a Man and his Wife to Executors, of an Annuity or Rent-charge granted by the Testator in Trust for the Wife.

THIS Indenture Tripartite, made, &c. **Between** *J. T.* of, &c. and *S.* his Wife, of the first Part, *J. B.* of, &c. of the second Part, and the Right Honourable *C. Earl of O.* and, &c. of the third Part. **Whereas**, &c. (*Recital of a Lease and Release of the Premises to Trustees, to pay D. B. E. B. R. B. and S. B. Brothers and Sisters of said J. B. 100 l. per Ann.*) **And whereas** the said *J. T.* by his Intermarriage with the said *S.* is become legally intitled to the said annual Sum of 100 l. per Ann. in the Right of his said Wife: **And whereas** the said *C. E. &c.* have purchased of the said *J. B.* for the Sum of, &c. *All* those the Manors, &c. which said Manors and Premises were Part of the Lands purchased by the said *Sir J. C.* before the Year, &c. and vested in the said *J. B.* and his Heirs, *Subject* to the Rent-charge, and the same, among other Lands charged, still remained charged with the said Annuity of 100 l. granted to the said *S.* for her Life as aforesaid; and the said *J. T.* and *S.* his Wife have, at the Request of the said *J. B.* agreed to discharge the said Manors, &c. purchased by the said *C. Earl of O.* and, &c. as aforesaid, of and from the Payment of the said Annuity: **Now this Indenture witnesseth**, that in Performance of the said Agreement, and for discharging the said purchased Manors, &c. from the Payment of the said Annuity; and for and in Consideration of the Sum of 10 s. of, &c. to the said *J. L.* and *S.* his Wife, in Hand paid by the said *C. Earl of O. &c.* at, &c. the Receipt, &c. and for divers, &c. they the said *J. T.* and *S.* his Wife, at the Request and by the Direction of the said *J. B.* testified, &c. have, and each of them **hath** remised, released, and for ever quit-claimed, and by these Presents **Do**, and each of them **Doth** remise, &c. unto the said *C. Earl of O. &c.* their Heirs and Assigns, the said Rent or annual Sum of 100 l. payable to the said *S.* Wife of the said *J. T.* for her Life as aforesaid, and all Remedies both at Law and in Equity for recovering the same; and also all such Estate, Right, Title, Interest, Property, Claim and Demand, which they the said *J. T.* and *S.* his Wife have, or either of them hath, or of Right ought to have, of, in, to or out of the said Manors, &c. so purchased by the said *C. Earl of O. &c.* as aforesaid, so that the said *J. T.* and *S.* his Wife, and each of them, of and from all such Interest, Claim and Demand, and all Distresses on the said Manors, &c. shall and will be for ever hereafter barred by these Presents. (*Covenant added from J. T. that he and his Wife will levy a Fine sur Concesserunt, or sur Grant and Release, which Fine shall enure for the more effectual extinguishing the Annuity, and for discharging the said Manors, &c. therefrom, and that the said C. Earl of O. &c. shall peaceably enjoy without the Let, &c. of the said J. T. and his Wife, or any claiming, &c. the said 100 l. per Ann. free from Incumbrances. Vide Tit. Covenants.*) **And lastly**, it is hereby declared and agreed by and between all the said Parties to these Presents, that the said Manor, &c. herein before mentioned to be sold, shall be from henceforth discharged of and from the said annual Sum of 100 l. and the Remedies for Recovering thereof, and all Arrears thereof, if any now due and owing. **In Witness, &c.**

Release of Dower.

ID all, &c. *A.* of, &c. Relict of *B.* late, &c. sends Greeting. **Know ye**, that the said *A.* as well for and in Consideration of the Sum of 10 s. of lawful, &c. to her in Hand, at or before Sealing and Delivery of these Presents, by her Son *A. B.* of, &c. well and truly paid, the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth acquit and discharge the said *A. B.* his Heirs, Executors and Assigns for ever; and for the Love and Affection she hath to her said Son, and for other good Causes and Considerations her thereunto especially moving, she the said *A.* hath granted, remised, released, and for ever quit-claimed, and by these Presents doth fully and absolutely grant, remise, release, and for ever quit-claim unto the said *A. B.* his Heirs and Assigns for ever, all the Dower and Thirds, Right and Title of Dower, and Thirds, and all other Right, Title, Interest, Property, Claim and Demand whatsoever, in Law and Equity, of her the said *A.* of, in and to (*a certain Parcel of Land, &c. with the Parcels, and how it descended to A. and B.*) so that she the said *A.* her Heirs, Executors or Administrators, nor any other Person or Persons for her, them, or any of them, have, claim, challenge or demand, or pretend to have, claim, challenge or demand, any Dower or Thirds, or any other Right, Title, Claim or Demand, of, in or to the said Premises, but thereof and therefrom shall be utterly debarred and excluded for ever by these Presents. **In Witness, &c.**

A Release of Dower in Consideration of an Annuity given by a Will.

NOW all Men by these Presents, that I *M. N.* of, &c. Widow, Relict and Residuary Legatee of *J. N.* late of, &c. Esq; deceased, send Greeting. **Whereas** the said *J. N.* in and by his last Will and Testament, duly signed, sealed, published and declared in my Presence, and with my Approbation, bearing Date the 9th Day of this Instant *October*, did settle and secure unto and upon me the said *M. N.* an Annuity or yearly Rent-Charge of 40 l. clear of all Taxes and Deductions whatsoever, to be issuing out of all and every his Manors, Messuages, Farms, Lands, Tenements and Hereditaments whatsoever, and to be paid unto me Half-yearly, by equal Payments, with a full Power of Entry and Distress in Case of Non-payment thereof, in Lieu and full Satisfaction of the Dower or Thirds at Common Law, which I might otherwise have, claim or be intitled unto out of all and every the said Manors, Farms and Premises: **Now know ye**, that I the said *M. N.* for and in Consideration of the said Annuity so secured to me as aforesaid, and in Pursuance and Part of Performance of the said last Will and Testament of my said late Husband, do hereby declare myself fully satisfied and contented therewith, and do hereby demise, release, and for ever quit-claim unto *T. H.* of, &c. and *T. F.* of, &c. Trustees appointed in and by the said last Will and Testament of my said late Husband, (in their actual Possession and Seisin now being) and to their Heirs, Executors, Administrators and Assigns for ever, all and all Manner of Dower, Right and Title of Dower, or Thirds at Common Law, which I may any ways have, claim, challenge or be intitled unto, out of all and every the said Manors, Messuages, Farms, Lands, Tenements and Hereditaments whatsoever, of my said late Husband deceased, or of, into or out of the Reversion or Remainder, Rents, Issues and Profits thereof, or of any Part or Parcel thereof, with the Appurtenances, so that neither I the said *M. N.* nor any other Person or Persons for me, and in my Name, shall or will at any Time or Times hereafter, by any Ways or Means whatsoever, have, claim, challenge, demand or prosecute any Manner of Dower, Right, Title, Writ or Action of Dower, or any other Estate, Right, Title or Interest, in, to or out of the said Premises, or any Part or Parcel thereof, but of and from all Dower, Right, Title, Writ or Action of Dower, and of and from all other Estate, Right, Title and Interest, in, to and out of the said Premises, and every Part thereof, I the said *M. N.* and any Person or Persons claiming by, from and under me, shall be utterly excluded and barred for ever by these Presents. **In Witness, &c.**

To an Executor for a Legacy.

Whereas *A. B.* of — deceased, in and by his last Will and Testament in Writing, bearing Date on or about — did (amongst other Legacies and Bequests therein contained) give and bequeath unto me *B. B.* his Son, several Legacies therein mentioned, to wit, The Sum of — and — and the said *A. B.* by his said Will made and constituted *C. B.* and *K. B.* Executors thereof: **Now know all Men** by these Presents, that I the said

faid *B. B.* do hereby confels and acknowledge, that I have had and received of the faid *C. B.* and *K. B.* the faid feveral Legacies fo to me given by the faid *A. B.* and therefore I do by thefe Presents acquit, releafe and difcharge the faid *C. B.* and *K. B.* of and from all Legacies, Dues, Duties and Demands whatfoever, which I, my Executors or Adminiftrators may have, claim, challenge or demand, of or againft them, or either of them, by Virtue of the laft Will and Testament of the faid *A. B.* my late Father deceased. **In Wit-
nefs, &c.**

*By Churchwardens and Overfeers of the Poor, to an Executor for a Legacy given
for the Ufe of the Poor.*

— Therein contained) appoint the Sum of — to be paid to the Churchwardens and Overfeers of the Poor of the Parifh of — to be by them placed out at Intereft, and the Intereft thereof to be applied in — for the Poor of the faid Parifh for ever, and appointed *E. B.* fole Executor of his faid Will: **Now know all** by thefe Presents, that we whofe Names are underwritten, being the Churchwardens and Overfeers of the Poor of the faid Parifh of — do hereby confels, &c. (*as above, mutatis mutandis*) which we, our Succelfors, Executors or Adminiftrators, &c.

Another to an Executor in Truft.

— Did give, devife and bequeath — unto *C. D.* (whom he appointed Executor of the faid Will) in Truft that the faid *C. D.* fhould pay unto me *T. B.* his only Child 100 *l.* per Ann. by quarterly Payments, till I fhould attain the Age of 21 Years, or marry, and then that I fhould enjoy the Profits of the Remainder of his Eftate, as in and by the faid Will more plainly appears: **And whereas** the faid *C. D.* did accept of the faid Executor- fhip and Truft, and I the faid *T. B.* have attained the Age of 21 Years, and the faid *C. D.* hath now made up an Account with me the faid *T. B.* of all Monies received and paid by the faid *C. D.* and of all Tranfactions in Purfuance of the faid Executorfhip and Truft, and hath not only paid me the Balance of fuch Accounts, but hath alfo delivered him all Writings and Papers belonging to the Eftate of the faid *A. B.* **Now know all** by thefe Pre- fents, that I the faid *T. B.* being fully fatisfied in the Premiffes, have remifed, releafed and for ever difcharged, and do hereby remife, releafe and for ever difcharge the faid *C. D.* his Executors and Adminiftrators, of and from all Reckonings, Accounts and Sums of Money by him had or received in Purfuance of the faid Will or Truft, or by Means of his being Executor of the Will and Testament of the faid *A. B.* and of and from all other Reckon- ings, Accounts and Demands whatfoever, from the Beginning of the World to the Day of the Date hereof. **In Witnefs, &c.**

Release from feveral Legatees of a Legacy to the Executor of an Executor, &c.

THIS Indenture, &c. Between, &c. Whereas, &c. And whereas the faid *J. H.* is lately deceased, having alfo made and duly executed his laft Will and Testa- ment in Writing, and thereby appointed her the faid *W. P.* Executrix thereof, as by the fame Will by her likewise duly proved, Relation being thereunto had, may alfo more at large ap- pear: **And whereas** the faid *J. H.* did not in his Life-time pay the faid Sum or Legacy of 60 *l.* fo given to him the faid *G. H. E. M. L. F.* and *S.* as aforefaid, nor hath the fame, or any Part thereof, been paid to them fince his Death, and they being now legally intitled to receive the fame, and fhe the faid *W. P.* as Executrix of the faid *J. H.* having Affets of the faid *N. H.* now in her Hands, hath agreed to pay the fame: **Now this Indenture witneffeth**, that for and in Confideration of the faid Sum of 60 *l.* of lawful Money by the faid *W. P.* at or before the Executing thereof, well and truly paid in Manner as follows, viz. The Sum of 10 *l.* Part thereof, to the faid *G. H.* the Sum of 10 *l.* other Part thereof, to the faid *E. H.* the Sum of 10 *l.* other Part thereof, to the faid *E.* and *M.* his Wife, or one of them, the Sum of 10 *l.* other Part thereof, to the faid *L. H.* the Sum of 10 *l.* other Part thereof, to the faid *F. H.* and the Sum of 10 *l.* Refidue thereof, to the faid *S. H.* (which faid feveral Sums fo paid as aforefaid, making in the Whole the faid Legacy or Sum of 60 *l.* is the fame Legacy of 60 *l.* in and by the Will of the faid *N. H.* fo by him given as aforefaid to them the faid *G. E. M. L. F.* and *S.* and the fame is by them hereby refpectively declared to be in full Difcharge of their faid Legacy of 60 *l.*) the Receipt of which faid Sum of 60 *l.* fo paid in Manner as aforefaid, they the faid *G. H. E. H. E.* and *M.* his Wife, *L. H. F. H.* and *S. H.* do hereby feverally and refpectively confirm
and

and acknowledge, and thereof and of every Part thereof do, and each of them doth acquit, exonerate and for ever discharge the said *W. P.* her Executors, Administrators and Assigns, by these Presents, and for divers other good Causes and valuable Considerations them thereunto especially moving, they the said *G. H. E. H. E.* and *M.* his Wife, *L. H. F. H.* and *S. H.* **Have**, and each and every of them **Hath**, and by these Presents **Do**, and each and every of them **Doth** fully, freely, clearly and absolutely discharge, remise, release and for ever quit-claim unto the said *W. P.* her Executors and Administrators, **As well** the said Sum or Legacy of 60 *l.* so given to them by the said Will of the said *N. H.* aforesaid, as also all and all Manner of Actions, Suits, Claims and Demands whatsoever or howsoever, either at Law or in Equity, which they the said *G. H. E. H. E.* and *M.* his Wife, *L. H. F. H.* and *S. H.* any or either of them, or any other Person or Persons in Trust for them, any or either of them, now have or hath, or which at any Time or Times hereafter can, shall or may have, claim, challenge or demand against the said *W. P.* her Executors or Administrators, and all other the Representatives of the said *J. H.* and *N. H.* deceased, any or either of them, for, by Reason or on Account of the said Legacy or Sum of 60 *l.* so as aforesaid given them, and hereby respectively paid to them in Manner as aforesaid. **In Witness, &c.**

From the Children (Legatees) to the Executor, for their respective Shares of what their Father gave them by his Will. See Tit. Bonds, for a Bond from the Legatees to refund, if Debts appear.

I**D** all, &c. *T. S.* of, &c. *J. S.* of, &c. *B. S.* of, &c. *R. S.* of, &c. and *S. S.* of, &c. send Greeting. **Whereas** *T. S.* late, &c. deceased, by his last Will, &c. bearing Date, &c. did (among other Legacies) give and bequeath unto his five Sons, or so many of them as should be living at the Time of his Decease, all his ready Money, &c. to be equally divided between them Share and Share alike, and of his Will made and ordained *J. B.* of, &c. full and whole Executor, and by his said Will directed the Part or Share of his Son *T. S.* to be paid him by his Executor by 50 *s.* a Quarter till the Whole should be paid, as by the said Will, Relation, &c. **And whereas** the said *J. B.* at the Request of the said *T. S.* and for his Advancement in the World, and enabling him to set up and carry on his Trade of — which he now useth, hath consented and agreed to advance and pay unto him the said *T. S.* on the Sealing and Delivery hereof, all his said Part and Share of the Estate left him by his said late Father: **And whereas** the said *J. B.* hath made an equal Dividend of the Estate of the said *T. S.* deceased, given by his Will, unto and amongst his said five Sons, to be paid to them the said *T. S. J. S. B. S. R. S.* and *S. S.* being the five Sons of the said *T. S.* deceased, that were living at the Time of his Decease, in full of their respective Parts and Shares of the said Estate: **Now know ye**, that they the said *T. S. J. S. B. S. R. S.* and *S. S.* on the Day of the Date of these Presents, have, each and every of them severally and respectively, had and received of and from the said *J. B.* the Sum of, &c. apiece, in full Payment and Satisfaction of and for their several and respective Parts and Shares of and in the said Estate, Goods and Effects of their said late Father, given and bequeathed unto them in and by his said Will, the several and respective Receipts of which said several and respective Sums of, &c. each, they the said *T. S. J. S. B. S. R. S.* and *S. S.* do hereby severally and respectively acknowledge, and themselves to be therewith severally and respectively fully paid and satisfied, and of and from the same, and all Legacies and Bequests, and all Actions, Suits, Arrests, Troubles, Damages, Claims and Demands whatsoever, that shall in any wise happen or arise for or concerning the same respectively, or any Part thereof, they the said *T. S. J. S. B. S. R. S.* and *S. S.* for themselves severally and respectively, and not jointly, and for their several and respective and not joint Executors and Administrators, and for every of them, do remise, release, acquit and discharge the said *J. B.* his Executors and Administrators, and every of them, for ever, by these Presents. **In Witness, &c.**

Release on paying a Residuary Legacy.

Whereas *J. K.* late of, &c. deceased, by his last Will and Testament dated the 10th Day of *October* 1739. gave to his Daughter *S.* the Wife of *E. E.* 1 *s.* and all the Residue of his Effects he gave to his Daughters *L. J.* and *P.* equally to be divided between them Share and Share alike, and made the said *L.* Executrix thereof: **And whereas** the said *J. K.* died on the first of *June* Instant, and the said *L.* (now the Wife of *T. P.*) has proved

proved the said Will in the prerogative Court of *Canterbury*, and taken upon her the Execution thereof: **And whereas** the said *P.* now *P. C.* has agreed to accept of her the said *L.* 10*l.* in full for her said Share of the said Residue of her said late Father's Effects; and the said *L.* agrees to acquit the said *P.* from paying or contributing to pay any thing towards the Satisfaction of her said Father's Debts or Funeral Expences: **Now these Presents witness**, that the said *P. C.* in Consideration of the said *L.*'s paying her the said Sum of 10*l.* the Receipt whereof she does hereby acknowledge, and in further Consideration of the said recited Agreement, has released and acquitted, and by these Presents does for herself, her Executors, Administrators and Assigns, release and acquit the said *T. P.* and *L.* his Wife, and either of them, their Executors and Administrators, of and from the said Legacy so bequeathed by her said Father, and of and from all Claims and Demands which she, or any Person whatsoever under or on her Account, shall have or pretend to claim on Account of the said Will or Effects of her said Father in any wise howsoever, and of and from all Actions, Suits, Costs, Charges and Damages on Account of the same. **In Witness, &c.**

*Of Legacies charged on an Estate, Legatees compounding to accept 80*l.* for 100*l.**

Whereas *F. M.* of — deceased, by his last Will and Testament in Writing, bearing Date, &c. did demise unto his Brother *O. M.* and his Heirs, *All, &c.* (reciting ^{Recital of Will.} *the Will*) as by the said Will more fully appears: **And whereas** the several Legatees have ^{Of Composition.} agreed to accept of the Sum of 80*l.* apiece, instead of the said Legacy of 100*l.* apiece: **Now know ye**, that we the said *T. M.* of — and *J. B.* of — do acknowledge to have had and received of the said *O. M.* in full Satisfaction of and for our said several Legacies given to us in and by the said Will of the said *F. M.* and in Consideration thereof we **Have** remitted, released and for ever quit-claimed, and by these Presents for us and every of us, our and every of our Heirs, Executors, Administrators and Assigns, **Do** fully, clearly and absolutely remise, &c. unto *J. F.* of — (in his full and peaceable Possession and Seisin of, &c. being, and to his Heirs and Assigns for ever) all our and every of our Estate, Right, Title, Interest, Equity, Claim and Demand whatsoever, of, in or to all that, &c. called, &c. containing, &c. with the Appurtenances lying, &c. now in the Occupation of, &c. which he the said *J. F.* hath lately purchased of, &c. so as neither we the said *J. M.* and *J. B.* or either of us, our or any of our Heirs, Executors or Assigns, shall, may or can at any Time hereafter ask, claim, challenge or demand any Estate, Right, Title or Interest, of, in or to the Premises or any Part or Parcel thereof, but thereof and therefrom shall be utterly secluded and barred for ever, by these Presents. **In Witness, &c.**

By such Legatees as are living, and the Executors, &c. Representatives of such as are Dead.

THIS Indenture Sextipartite made, &c. Between *E. S.* Widow, Relict and Administratrix of her late Husband *J. S.* late of — deceased, of the first Part; *K. S.* Widow, Relict and Administratrix of her late Husband *D. S.* late of — deceased, of the second Part; *S. S.* of — Administrator with the Will annexed of his late Brother *J. S.* deceased, and surviving Residuary Legatee in the same Will, of the third Part; *G. W.* of — (Administrator of *S. W.* his late deceased Wife) of the fourth Part; *W. S.* of — (eldest Son and Heir, and sole Executor of the last Will and Testament of *W. S.* late of — deceased, and Administrator of *S. S.* his late Brother deceased) of the fifth Part; and — (a Trustee for *W. S.*) of the sixth Part. **Whereas, &c.** (Recital of *W. S.*'s Will, whereby he gave (inter alia) to his Wife *M.* his Messuage, &c. and gave his Sons *T. S.* *J. S.* *D. S.* *J. S.* *S. S.* his Daughter *S. W.* (then *S. S.* late Wife of said *G. W.*) 80*l.* apiece, and appointed Half thereof to be paid by his Executor within a Month after they should come of Age, and the other Half within three Months after Testator's Wife's Death, and charged his Premises with Payment thereof, and made his Son *W. S.* sole Executor: Recital of Testator's Death and Probate of his Will by Executor, and that the Executor paid his Brothers and Sister Half their Legacies, according to said Will; that *T. S.* died Intestate, and Administration granted to his Brother *W.* (Party hereto); that *J.* died Intestate, and Administration granted to his Widow *E.* that *D. S.* died intestate, and Letters of Administration granted to said *K. S.* his Widow; that *J. S.* died, giving by his Will (after some Legacies) the Residue of his personal Estate to his Brothers and Sister the said *J. S.* *D. S.* *J. S.* and *S. S.* and made his Brother *D. S.* sole Executor; that *D.* died intestate without proving said Will, and Administration with the Will annexed, was granted to *S.* that *S.* married said *G. W.* and died, and *G. W.* administered; **PART II. VOL. II.** 5 C and

and that about November last the Widow of the Testator W. S. died, whereby the remaining
 Consideration. *Moiety of said Legacies given by him are due*): **Now this Indenture witnesseth**, that
 40 l. to E. S. for and in Consideration of the Sum of 40 l. of, &c. (being the remaining Moiety of the
 40 l. to K. S. said Legacy of 80 l. so bequeathed by the said W. S. the Testator, to the said J. S. as afore-
 said) in Hand, &c. paid to the said E. S. by the said W. S. (Party hereto) at, &c. **And**
 also for and in Consideration of the Sum of 40 l. of like Money (being, &c. to the
 40 l. and 40 l. said D. S. as aforesaid) in Hand, &c. paid to K. S. by the said W. S. (Party hereto) at,
 to S. S. &c. **And also** for and in Consideration of the several Sums of 40 l. and 40 l. of, &c.
 (amounting together to the Sum of 80 l. and being the remaining Moieties of the said two
 several Legacies of 80 l. and 80 l. so bequeathed by the said W. S. the Testator, to the
 said J. S. respectively as aforesaid) in Hand, &c. to the said S. S. by, &c. at, &c. **And**
 40 l. to G. W. also for and in Consideration of the Sum of 40 l. of, &c. (being, &c. to the said S. S.
 (afterwards J. W. as aforesaid) in Hand, &c. to the said G. W. by the said W. S. (Party
 hereto) at, &c. the Receipt and Payment of which said several Sums of, &c. the said
 E. S. K. S. S. S. and G. W. do hereby severally and respectively acknowledge, and thereof,
 &c. **They** the said E. S. K. S. S. S. and G. W. **have**, and each and every of them **hath**
 remised, released and for ever quit-claimed, and by, &c. **Do**, and each of them the said
 E. S. &c. for him, her and themselves severally and respectively, and for his, her and their
 several and respective Heirs, Executors and Administrators, **Doth** fully, clearly and abso-
 lutely remise, release and for ever quit-claim unto the said W. S. (Party hereto) his Heirs,
 Executors, Administrators and Assigns, **All** and every the said several and respective Lega-
 cies, and all and every other Legacy and Legacies, Claim and Claims, Demand and De-
 mands whatsoever, either at Law or in Equity, which they or any and every of them now
 hath, or which they or any of them can or may at any Time hereafter have or claim against
 the said W. S. (Party hereto) his Heirs, Executors or Administrators, either in relation to
 the said respective Legacies or otherwise howsoever; **And also** the said Messuage, &c.
 (all which said Messuages, &c. are now in the actual Possession and Seisin of the said W. S.
 Party hereto) and the Reversion and Reversions, Remainder and Remainders, Rents re-
 served, yearly and other Rents, Issues and Profits of the same Premises and every Part
 thereof; and all the Estate, Right, Interest, Trust, Claim and Demand whatsoever either
 in Law or Equity, of them the said E. S. &c. and of every or any of them, in, to or out
 of the said Messuage, &c. **To have and to hold** the said Messuage, &c. unto the said
 W. S. (Party hereto) his Heirs and Assigns, **To the only Use** and Behoof of the said
 W. S. (Party hereto) his Heirs and Assigns for ever; **So** that neither they the said E. S.
 K. S. S. S. and G. W. nor any of them, nor their, nor any of their Heirs, Executors nor
 Administrators, nor any other Person or Persons for or in Trust for him, her or them or
 any of them, or in his, her or any of their Name or Names, or in the Name or Names
 Right or Stead of any of them, shall or will by any Ways or Means hereafter have,
 claim, challenge or demand any Estate, Right, Title or Interest, of, in or to the Pre-
 mises or any Part or Parcel thereof: **And this Indenture further witnesseth**, that
 the said W. S. (Party hereto) Administrator, as aforesaid, to the said T. S. intending hereby
 to alter the Property of the Sum of 40 l. being the remaining Moiety of the said Legacy
 of 80 l. (so bequeathed by the said W. S. the Testator to the said T. S. as aforesaid) **hath**
 (for the Purpose aforesaid, and for and in Consideration of the Sum of 5 s. of, &c. to him
 paid by the said — the Receipt, &c.) bargained, sold, assigned, transferred and set over,
 and by these Presents the said W. S. (Party hereto) **Doth** bargain, &c. unto the said —
 his Executors, Administrators and Assigns, **All** the said Sum of 40 l. being the remaining
 Moiety of the said Legacy of 80 l. (so bequeathed by the said W. S. the Testator, to the
 said Testator as aforesaid); **To have and to hold** the same unto the said — his Ex-
 ecutors, Administrators and Assigns; **In Trust nevertheless** for the said W. S. (Party
 hereto) and for his only Use and Benefit. **In Witness**, &c.

From Legatees, of Legacies charged on Lands, made to a Mortgagee, he having foreclosed; and of the Lands so charged.

ID all, &c. J. W. of, &c. sendeth Greeting. **Whereas** J. W. of, &c. in and by
 his last Will, &c. bearing Date, &c. (therein reciting that J. G. had by his Will,
 &c. dated, &c. appointed his Land in C. to be sold for the Payment of his Debts and Le-
 gacies, and made the said J. W. his Residuary Legatee) he the said J. W. of, &c. did de-
 vise to R. G. all his Equity to the real and personal Estate of the said J. C. upon Trust
 (amongst other Things) to pay to the said J. W. Party, &c. the annual Sum of, &c.
And whereas the Trustees named in the said J. C.'s Will did, together with the said J.
 W. of,

W. of, *Ec.* mortgage the said Lands in *C.* to *P. C.* and *J. C.* and their Heirs, redeemable upon Payment of, *Ec.* and Interest, which said mortgaged Premises since legally vested in *R. B.* of, *Ec.* and his Heirs, redeemable on Payment of, *Ec.* and Interest: **And whereas** the said *R. B.* on or about the, *Ec.* exhibited his Bill in the Honourable and High Court of Chancery, against the said *J. W.* of, *Ec.* to foreclose his Equity of Redemption, in and to the said Lands at *C.* and afterwards did duly foreclose him, so that by Reason of the several Conveyances in Fee, executed by the said *J. W.* of, *Ec.* after the making his said Will, and the Foreclosure, the said *J. W.*'s Will became void, and the said *J. W.* of *L.* could not have any Benefit thereby: **Now know ye**, that for the Prevention of all Suits, and quieting the said *R. B.* in the Possession of the said mortgaged and foreclosed Premises, and in Consideration of the Sum of 5*s.* of, *Ec.* to him the said *J. W.* in Hand paid by the said *R. B.* at, *Ec.* the Receipt, *Ec.* **He** the said *J. W.* of *L.* **hath** remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, *Ec.* unto the said *R. B.* his Heirs, Executors and Administrators, and to the Executors and Administrators of the said *J. W.* of, *Ec.* the said respective Legacies of, *Ec.* and all his Right, Title and Demand, in and to the same; and all Action and Actions, Cause and Causes of Actions, both at Law, Equity or any Ecclesiastical Court, Property, Claim and Demand, in, to, for, touching or concerning the said Legacies, or either of them, on which he can or may challenge, claim or demand, by Virtue of the said Will of the said *J. W.* of, *Ec.* or any Legacy, Bequest, Devise or other Matter or Thing whatsoever, contained in the said Will: **And know ye further**, that the said *J. W.* of *L.* for the Consideration aforesaid, **hath** remised, *Ec.* and by, *Ec.* **Doth**, &c. unto the said *R. B.* his Heirs and Assigns, in his actual Seisin and Possession now being, all such Estate, Title and Interest as he hath, or claimeth, or can or may any Way have or claim, either in Law or Equity, of, in or to all or any the Lands, Tenements or Hereditaments, late of the said *J. C.* or the said *J. W.* and now in the Possession of the said *R. B.* in or near *C.* aforesaid, in the said County of, *Ec.* either by Reason of the said Legacies or otherwise howsoever, so that he the said *J. W.* of *L.* his Heirs, Executors, Administrators and Assigns, of and from all such Right, Title and Interest, shall and will for ever hereafter be utterly barred and excluded by these Presents. (*Covenant that the Releasor has not assigned the Legacies, nor done any Act to incumber the Premises*). **In Witness**, &c.

Release from several Legatees to an Executor, with a Covenant to refund (in case of Deficiency in Payment of the other Legacies) in Proportion.

THIS Indenture, &c. **Between** *B. J.* of, *Ec.* Widow, *T. J. M. S. A. D. E.* and *F. J.* Spinsters, the six Daughters of the said *T. J.* and *S. H. W.* of — (which said *B. J. T. J.* and his six Daughters, and the said *S. H. W.* are Nine of the Legatees named in the last Will and Testament of *J. J.* late of, *Ec.* Gent. deceased, of the one Part, and *J. Q.* of, *Ec.* and *W. Q.* of, *Ec.* Executors of the last Will and Testament of the said *J. J.* deceased, of the other Part. **Whereas** the said *J. J.* by his last Will and Testament in Writing, duly executed, bearing Date on or about the first Day of *October*, which was in the Year of our Lord 1736, did thereby (amongst several other Legacies by him given to the several other Persons therein named) give unto the said *B. J.* the Sum of 500*l.* to his Uncle the said *T. J.* the Sum of 200*l.* in Money, and the Sum of 100*l.* to put himself and Family in Mourning, and to his six Daughters the Sum of 100*l.* a-piece, and to the said *S. H. W.* the Sum of 300*l.* and of his said Will appointed the said *J. Q.* and *W. Q.* Executors thereof, who have since duly proved the same, and taken upon them the Burthen and Execution thereof, but having not as yet got in all their Testator's Estate and Effects, are not satisfied that the same will be sufficient to pay all the Testator's Debts and Money Legacies by his said Will given to the said Legatees, Parties hereto, and the several other Legatees in his said Will named: **And whereas** they the said *J. Q.* and *W. Q.* at the special Instance and Request of the above named *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* have agreed to pay them respectively their said several Legacies so given to them as aforesaid, and they the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* in Consideration thereof have agreed to give to them the said *J. Q.* and *W. Q.* a general Release for the same, in such Manner as herein after is mentioned; and in case the said Testator's Estate and Effects shall not be sufficient to pay and satisfy all his Debts and Money Legacies by his said Will given to them, and the several other Legatees therein named, to refund and repay to the said *J. Q.* and *W. Q.* out of their respective Legacies so now paid to them, a proportionable Part of their said Legacies so now paid to them, to make good any such Deficiency, in such Manner as herein after is also mentioned: **Now this Indenture**

Denture witnesseth, That the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* in Pursuance and Part of Performance of their said recited Agreement, and in Consideration of the several Sums of lawful Money of *Great Britain* herein after mentioned to be to them respectively paid by the said *J. Q.* and *W. Q.* that is to say, The said Sum of 500*l.* to the said *B. J.* the said Sum of 300*l.* to the said *T. J.* the said Sum of 100*l.* a-piece to the said *M. S. A. D. E.* and *F. J.* and the said Sum of 300*l.* to the said *S. H. W.* at or before the Sealing and Delivery of these Presents, the Receipt of which said several Sums of 500*l.* 300*l.* 100*l.* 100*l.* 100*l.* 100*l.* 100*l.* 100*l.* and 300*l.* they the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* do hereby respectively acknowledge, and thereof, and of and from every Part and Parcel thereof, do severally and respectively acquit, exonerate and for ever discharge the said *J. Q.* and *W. Q.* their Executors and Administrators and every of them by these Presents, and for divers other good, &c. they the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* **Have,** and each and every of them **Doth,** remised, released and for ever quit-claimed, and by these Presents **Do,** and each and every of them **Doth,** freely, clearly and absolutely remise, release and for ever quit-claim unto the said *J. Q.* and *W. Q.* their Executors and Administrators, and all other the Representatives of the said *J. J.* deceased, as well the said several Legacies of 500*l.* 300*l.* 100*l.* 100*l.* 100*l.* 100*l.* 100*l.* 100*l.* and 300*l.* so respectively given to them the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* by the Will of the said *J. J.* as aforesaid, as also of and from all and all Manner of Action and Actions, Suit and Suits either in Law or Equity, which they the said *B. J. &c.* any or either of them, their or any or either of their Executors or Administrators at any Time hereafter, can, shall or may have, claim, challenge or demand against the said *J. Q.* and *W. Q.* their Executors and Administrators, and all other the Representatives of the said *J. J.* deceased, for, by Reason, or on Account of the said several Legacies so given, and payable to them the said Legatees, Parties hereto, as aforesaid, or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever, to the Day of the Date of these Presents: **And this Indenture further witnesseth,** That the said *B. J. T. J. &c.* in Pursuance and full Performance of their said recited Agreement, and in Consideration of the said several Sums of Money so respectively paid to them by the said *J. Q.* and *W. Q.* as aforesaid, do for themselves, severally and respectively, and not jointly, and for their several and respective Heirs, Executors and Administrators, covenant, promise and agree to and with each of them the said *J. Q.* and *W. Q.* their Executors, Administrators and Assigns, by these Presents, that in case the Estate and Effects of the said *J. J.* deceased, by Reason of bad Debts or otherwise, shall not be sufficient to pay all his just Debts and Legacies by his said Will given to them the said Legatees, Parties to these Presents, and the several other Legatees therein named, that then and in such case, they and each and every of them the said *B. J. T. J. &c.* and their respective Executors and Administrators, shall and will, within the Space of — next after such Deficiency shall be fully made appear by them the said *J. Q.* and *W. Q.* or the Survivor of them, his Executors or Administrators, refund and repay out of their respective Legacies so now paid to them as aforesaid, a proportionable Part thereof, unto the said *J. Q.* and *W. Q.* and the Survivor of them, his Executors or Administrators, to the End and Intent to satisfy and make good such Deficiency of the said Debts and Legacies so happening as aforesaid, and so as all and every the Legatees in the said Will named, may be satisfied and paid their several Money Legacies so respectively given to them by the said Will of the said *J. J.* in equal Proportions, in case the said Testator's Estate shall not be sufficient to pay and satisfy the full Money Legacies by the said Testator given to the several Legatees in the said Will named. **In Witness,** &c.

A Release and Indemnification from the Vestry of a Parish to two Executors, for a Legacy given to a charitable Use by their Testator.

THIS Indenture, &c. Between — and — Churchwardens and Overseers, and other the Parishioners, Vestry-Men of the Parish Church of *L. L.* in the County of *E.* whose Hands and Seals are hereunto subscribed and set, of the one Part, and *A. K.* the Elder of, &c. and *R. F.* of, &c. (Executors of the last Will and Testament of *R. J.* late of, &c. deceased) of the other Part. **Whereas** the said *R. J.* by his last Will and Testament in Writing, bearing Date the 19th Day of *May*, which was in the Year of our Lord 17— did thereby (amongst other Things) give to the poor People residing in the six Almshouses belonging to the Parish of *L. L.* aforesaid, the Sum of 200*l.* to be distributed by his Executors at 30*s.* a Year yearly to each Person, until the whole Sum should be expended, and of his said Will appointed the said *A. K.* and *R. F.* Joint Executors, as by the said

faid Will duly proved in the proper Ecclesiastical Court, Relation being thereunto had, more fully may appear: **And whereas**, at the special Instance and Request of the faid Churchwardens, Overseers and other the Vestrymen of the faid Parish of *L. L.* executing these Presents, they the faid *A. K.* and *R. F.* have, on the Day of the Date hereof, actually paid into the Hands of the faid — *H.* (one of the Churchwardens of *L. L.* aforesaid) the faid Legacy or Sum of 200*l.* to be paid and applied for the Use of the Poor of the faid Almshouses according to the Will of the faid *R. J.* and previous to such Payment of the faid 200*l.* it was agreed, that the faid Churchwardens, Overseers and other Vestrymen, Parties to and executing of these Presents, should give a Release to them the faid *A. K.* and *R. F.* for the faid 200*l.* Legacy, and also to indemnify them on Account of such their Payment thereof, in such Manner as herein after is mentioned and expressed: **Now this Indenture witnesseth**, that they the faid Churchwardens and Overseers, and other Vestrymen of the Parish of *L. L.* aforesaid, executing these Presents, (in Pursuance and Part of Performance of their faid recited Agreement) do hereby for themselves and for their Successors, acknowledge and declare that the faid Sum of 200*l.* so paid by them the faid *A. K.* and *R. F.* unto the faid — *H.* as aforesaid, was so paid for the Use of the Poor of the faid Almshouses, at the Request and by and with the Direction and Appointment of the faid Churchwardens, &c. and in Consideration of such Payment so made of the faid 200*l.* for the Intent and Purpose aforesaid, they the faid Churchwardens, &c. **Have**, and by these Presents **Do**, and each and every of them **Doth** freely, clearly and absolutely remise, release, and for ever quit-claim unto the faid *A. K.* and *R. F.* **As well** the faid Legacy or Sum of 200*l.* so given by the faid *R. J.* to the Poor of the faid six Almshouses as aforesaid, and all Interest Money now due for the same, **As also** of and from all and all Manner of Actions, Suit and Suits, Cause and Causes of Actions and Suits, either at Law or in Equity, or otherwise howsoever, which they the faid Churchwardens, Overseers, and other the Vestrymen of the Parish of *L. L.* aforesaid, executing these Presents, now have, ever had, or which they or their Successors for the Time being, or any of them, at any Time hereafter can, shall or may have, claim, challenge or demand against them the faid *A. K.* and *R. F.* or either of them, their or either of their Heirs, Executors or Administrators, and all and every other the Representatives whatsoever of the faid *R. J.* for, by Reason or on Account of the faid Legacy of 200*l.* so by him given and payable to the poor of the six Almshouses of *L. L.* as aforesaid, or for or by Reason or on Account of any other Matter, Cause or Thing whatsoever touching or concerning the same. **And this Indenture further witnesseth**, that they the faid Churchwardens, &c. (in Pursuance and full Performance of their faid recited Agreement, and in Consideration of the faid Sum of 200*l.* so paid unto the faid — *H.* to be paid and applied for the Use of the Poor of the faid six Almshouses aforesaid) do hereby for themselves and their Successors, and for every of them, covenant, promise and agree to and with the faid *A. K.* and *R. F.* their Heirs, Executors and Administrators, by these Presents, in Manner as follows, *viz.* That they the faid Churchwardens, &c. and their Successors for the Time being, shall and will at any Time hereafter, upon the reasonable Request of the faid *A. K.* and *R. F.* their Heirs, Executors or Administrators, make, do, give and execute any further Release or Discharge for the faid Legacy or Sum of 200*l.* unto the faid *A. K.* and *R. F.* their Heirs, Executors and Administrators, and all other the Representatives of the faid *R. J.* as by them, or either of them, or their, any or either of their Counsel learned in the Law, shall in that Behalf be reasonably advised or required, so as no Persons for the doing thereof be compelled or compellable to go from their then Place of Abode or Habitation; **And lastly**, that they the faid Churchwardens, &c. and their Successors for the Time being, shall and will, from Time to Time, and at all Times hereafter, well and sufficiently save harmless and keep indemnified the faid *A. K.* and *R. F.* their Heirs, Executors and Administrators, and all other the Representatives of the faid *R. J.* and their and every of their Real and Personal Estates, of, from and against all and all Manner of Actions, Suits, Costs, Charges, Damages and Expences whatsoever, which at any Time hereafter shall or may arise, fall or happen to them the faid *A. K.* and *R. F.* their Heirs, Executors and Administrators, or any of them, for or by Reason or on Account of their Payment of the faid 200*l.* Legacy, unto the faid — *H.* to be paid and applied to the Use of the Poor of the faid six Almshouses aforesaid, or for or by Reason of any Misapplication of the same, contrary to the true Intent and Meaning of the Will of the faid *R. J.* or otherwise howsoever touching or concerning the same. **In Witness, &c.**

*Of a Power reserved in a Deed.*Power in a
Deed.

TO all, &c. I Sir T. L. of, &c. send Greeting. **W**hereas, &c. (*Recital of the Deed to the End of the Uses and the Proviso*) as in and by, &c. **A**nd whereas I the said Sir T. L. have, with the Concurrence of R. L. my now eldest Son, by Sale of the said Manor of M. and other Lands, &c. and by Sale of a Messuage and certain Lands in, &c. raised the Sum of 7000*l.* and therewith preferred my Daughter in Marriage, which said Sum of, &c. so raised as aforesaid, I did agree should be in full Satisfaction, Extinguishment and Discharge of the said Power, so that the said Manor, &c. herein before mentioned, subject to the said Power, ought to be freed, released and exonerated from the said Power; and I did further agree, that I would absolutely release the said Power: **N**ow know ye, that I the said Sir T. L. pursuant to the said Agreement, and for divers other good Causes, &c. **H**ave released, extinguished and discharged, and by these Presents **D**o fully, clearly and absolutely release, &c. by the said recited Power for raising 7000*l.* as aforesaid, and all the Lands, &c. therein comprised, or subject thereunto, so that I the said Sir T. L. shall not, nor will, at any Time or Times hereafter, raise the same, or any Part thereof, or hereafter charge the said Manors, &c. with the Payment thereof, or any Part thereof. **I**n Witness, &c.

Release of a Trust.

Trust.

TO all to whom this present Writing shall come, I A. B. of — send Greeting. **W**hereas by one Indenture bearing Date the — made between, &c. (*here recite the Deed*) in which said Indenture, I the said A. B. do hereby declare, that my Name was only used in Trust for the Benefit and Behoof of C. D. of — **N**ow know ye, that I the said A. B. in Discharge of the Trust reposed in me, at the Request of the said C. D. have remised, released and surrendered, assigned and set over, and by these Presents, for me, my Executors and Administrators, do freely and absolutely remise, release, surrender, assign and set over, unto the said C. D. his Executors, Administrators and Assigns, all the Estate, Right, Title, Interest, Use, Trust, Benefit, Privilege and Demand whatsoever, which I the said A. B. have, or may have or claim, of, in, or to the said Premises, or of and in any Sum of Money, or other Matter or Thing whatsoever in the said Indenture contained, mentioned and expressed, so that neither I the said A. B. my Executors or Administrators, or any of us, at any Time hereafter, shall or will ask, claim, challenge or demand any Interest, Use, Benefit, Trust, Privilege, or other Thing, in any Manner whatsoever, by Reason or Means of the said Indenture, or any Covenant therein contained, but thereof and therefrom, and from all Actions, Suits and Demands, which I, my Executors, Administrators or Assigns, may have concerning the same, shall be utterly excluded and for ever debarred by these Presents. **I**n Witness, &c.

For Money decreed in Chancery.

NOW all by these Presents, that I H. P. of — do hereby acknowledge to have had and received of J. B. the full Sum of — of lawful *British* Money, adjudged to be paid unto me by a Decree of the High Court of Chancery, made the — Day of — in a Cause there depending between me the said H. P. Complainant, and the said J. D. Defendant, being in full of all Matters in Question and Demand in the said Cause; and I do for myself, my Executors and Administrators, acquit, release, exonerate and discharge the said J. B. his Executors and Administrators, of and from the said — and every Part thereof, and of and from all Interests, Costs, Damages, and other Demands, for, touching or concerning the same. **I**n Witness, &c.

By way of Extinguishment, by Indenture, of Right or Claim to Freehold and Copyhold Lands, sold pursuant to a Decree in Chancery.

Extinguishment.

THIS Indenture made, &c. **B**etween J. G. of, &c. Son and Heir of J. G. late of, &c. deceased, of the one Part, and M. W. of, &c. of the other Part. **W**hereas the said J. G. the Father being seised, &c. (*Recital that J. G. the Father made his Will, dated, &c. and thereby devised his Estate to his Wife and A. B. &c. Trustees, to be sold, which was accordingly done by the Direction of the Court of Chancery, and J. G. Party hereto, joined with the said Trustees, and for a further Consideration, and absolutely to extinguish his Right, makes this present Conveyance*): **N**ow this Indenture witnesseth, that for the

barring

barring and extinguishing all the Estate, Right, Title and Interest of the said J. G. Party hereto, unto the said Freehold and Copyhold Premises so conveyed and surrendered to, or in Trust for the said M. W. as aforesaid, and for and in Consideration of the Sum of 11600*l.* paid by the said M. W. for the absolute Purchase of the said Freehold and Copyhold Messuages, &c. and of the Sum of 10*s.* of, &c. to the said J. G. Party hereto, by the said M. W. in Hand paid by the said M. W. at, &c. the Receipt, &c. and for divers, &c. **He** the said J. G. Party hereto, **hath** remised, released, and for ever quit-claimed, and by these Presents **Doth** fully, clearly and absolutely remise, &c. unto the said M. W. his Heirs and Assigns, **All** the Estate, Right, Title, Claim and Demand whatsoever, both in Law and Equity of him the said J. G. Party hereto, of, in, to or out of the Freehold or Copyhold Messuages, &c. so devised to be sold, by the last Will and Testament of the said J. G. the Father, and decreed to be sold and conveyed and surrendered, in Pursuance of, and in Obedience to the said Decree of the said High Court of Chancery, as aforesaid; **To have and to hold** the said Freehold and Copyhold Messuages, &c. unto the said M. W. his Heirs and Assigns, **To the only Use** and Behoof of the said M. W. his Heirs and Assigns for ever; so that he the said J. G. Party hereto, his Heirs, &c. shall not, nor will, at any Time hereafter have, claim, challenge or demand any Estate, Right, Title or Interest, either in Law or Equity, of, in, to or out of the said Freehold and Copyhold Messuages, &c. or any Part or Parts, Parcel or Parcels thereof, by any Ways or Means whatsoever, but of and from all such Estate, Right, Title, Interest, and all other Demands whatsoever, of, in, to or out of the said Freehold and Copyhold Messuages, &c. shall and will for ever hereafter be barred and utterly excluded by these Presents. **In Witness, &c.**

A Discharge of an Apprentice from his Indentures.

TO all, &c. A. B. of, &c. sends Greeting. **Whereas** C. D. Son of E. F. of, &c. Recital of Indentures of Apprenticeship. did by his Indenture of Apprenticeship bearing Date — put himself Apprentice unto A. B. of, &c. for the Term of — from the Date thereof, as by the said Indenture may appear: **And whereas** the said C. D. was afterwards turned over or assigned to G. H. of, &c. as by an Indorsement on the said Indenture may also appear: **And whereas** Of Assignment to another Master. Differences have arisen between the said G. and B. and the same were referred and submitted to the Judgment and Determination of — who upon hearing the said Matters have adjudged and ordered that the said G. shall return and pay back — *l.* to the said E. the Father, and thereupon the said Indentures of Apprenticeship are to be delivered up to each Party, and cancelled: **And whereas**, in Pursuance of the said Award or Order, the said G. hath paid back the said Sum of — and the said Indentures are delivered up and cancelled, Of a Difference between Master and Apprentice referred to Arbitration. *(but if there has been no Arbitration, say, And whereas* the said G. at the Request of the said E. the Father, and C. the Apprentice, hath discharged the said C. from his Service, and the said Indentures are delivered up by the said Parties, and cancelled: Indentures cancelled. **Now** Where no Arbitration. **therefore know ye**, that the said G. hath remised, released, and for ever discharged, Release. and by these Presents doth for himself, his Heirs, Executors and Administrators, remise, release, and for ever discharge the said E. and F. of and from the said Indentures of Apprenticeship, and all Service and other Matters and Things therein contained, on their or either of their Parts to be performed, and of and from all Actions and Causes of Action, Suits, Specialties, Covenants, Contracts, Agreements, Claims and Demands whatsoever, for or concerning the said Indentures of Apprenticeship, or by Reason of any other Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. **In Witness, &c.**

Another, from an Apprentice and his Father to the Master.

— **Whereas**, &c. *(the Recitals)* **Now therefore know ye**, that the said E. the Father and C. the Apprentice have, and each of them hath remised, &c. the said G. of and from, &c. on his Part to be performed, and of all Actions, &c. for or concerning the said Indentures of Apprenticeship, or any Covenant or Thing therein contained on the Part of the said G. to be performed, for or concerning the Residue of the Money given and paid, in Consideration of the said C. being taken Apprentice as aforesaid, or for, upon or by Reason of any other Matter, &c.

Of Errors.

KNOW all by these Presents, that I *A. B.* of — do remise, release, and for ever quit-claim unto *C. D.* of — all and all Manner of Errors, Misprisions, Misentries, Defects and wrongful Pleadings and Proceedings whatsoever made, committed, omitted and done in, about or concerning one Judgment for — Debt, together with Costs of Suit by him obtained against me in his Majesty's Court of — at *Westminster*, in — Term now last past, and also all and every Writ and Writs of Error and Errors whatsoever concerning the same. **In Witness, &c.**

A Release to one who paid 20 l. to be freed from keeping a Bastard Child.

TO all to whom these Presents shall come, *We A. B.* of, &c. the now Overseers of the Poor of the Parish of *B.* send Greeting. **Whereas** a Bastard Child was born in the said Parish of *B.* and begotten on the Body of *H. E.* and is become chargeable to the said Parish: **And whereas** *R. C.* of — is adjudged the reputed Father thereof: **And whereas** it is agreed by and between the said *A. B.* and *C. D.* and the Rest of the Inhabitants of the said Parish of *B.* and the said *R. C.* that for and in Consideration of the Sum of 20 l. of lawful Money of *Great Britain*, to be paid to us the Overseers of the Poor of the said Parish, by the said *R. C.* **We** the said Overseers, and our Successors, and the Rest of the Inhabitants of the said Parish, should provide for, take care of and maintain the said Child, and save harmless and indemnify the said *R. C.* of and from the Keeping and Maintaining the same, and of and from all Taxes, Charges and Payments now already, or hereafter to be taxed or charged upon the said *R. C.* for and in Respect thereof: **Now know ye**, that we the said *A. B.* and *C. D.* have, according to and in full Performance of the said Agreement, had and received of the said *R. C.* the Sum of 20 l. and do, by and with the Consent and Direction, and for and on the Behalf of ourselves, and the Rest of the Inhabitants of the said Parish, acquit, release, and for ever discharge him the said *R. C.* from the said Sum of 20 l. and from the Keeping or Maintaining the said Child, and of and from all Taxes, Charges and Payments now or hereafter to be charged or taxed upon him the said *R. C.* for or concerning the same. **In Witness, &c.**

Release of a Bond, it being lost or mislaid.

TO all, &c. I *M. L.* of, &c. **Whereas** *R. L.* &c. by their Bond or Obligation, bearing Date, &c. (*Recite the Bond*) as by, &c. **And whereas** the Sum of — mentioned in the said Bond, with all the Interest for the same, is well and truly satisfied and paid unto me the said *M. L.* in full Discharge of the said recited Obligation: **And whereas** the said Obligation is lost, or at present mislaid, so that it cannot be found to be delivered up to the said *R. L.* to be cancelled: **Now know all** by these Presents, that I the said *M. L.* for the Considerations aforesaid, have remised, released, and quit-claimed, and by these Presents do for me, my Executors and Administrators, remise, release, and for ever quit-claim unto the said *R. L.* *S. L.* and *J. W.* and every of them, their and every of their Heirs, Executors and Administrators, as well the said recited Obligation, and all such Sums of Money as are therein mentioned to be due and payable unto me the said *M. L.* my Executors, Administrators or Assigns, as also all Actions, Suits, Cause and Causes of Action, Accounts, Debts, Reckonings, Sums of Money, Judgments, Executions and Demands whatsoever, which I the said *M. L.* ever had, now have, or that I, my Executors, Administrators or Assigns, or any of us, can or may have for or against the said *R. L.* *S. L.* and *J. W.* or any of them, their or any of their Executors, Administrators or Assigns, for or by Reason of the said recited Obligation, or any other Matter, Cause or Thing whatsoever concerning the same, from the Beginning of the World to the Day of the Date hereof. **In Witness, &c.**

A Release to a Sheriff for discharging a Rescue.

KNOW all, &c. That I *J. F.* of, &c. **Have** remised, released and quit-claimed, **And** by these Presents **Do** remise, release and quit-claim unto *R. R.* Esq; now Sheriff of the said County of *S.* all and all Manner of Actions, Suits, Troubles and Incumbrances, which I have, may, might or ought to have against him, for or by Reason of the Discharging and Setting at Liberty *R. C.* of, &c. in the said County, Yeoman, being arrested and

and imprisoned on a *Ca. Sa.* out of the Court of Common Pleas at *Westminster*, for 60 *l.* Debt and 5 *s.* Costs, at my Suit, returnable (*as in the Writ*). In Witness, &c.

Release to the Sheriff for Money levied on Execution.

KNOW all Men, &c. That I *J. P.* of — do hereby acknowledge to have had and received of *W. F.* one of the Bailiffs of *W. P.* Esq; High Sheriff of the County of *E.* the Sum of — which the said *W. F.* hath levied by Virtue of a Precept or Warrant grounded upon a *Fieri Facias* issuing out of his Majesty's Court of — returnable, &c. upon the Goods of *H. P.* of — at the Suit of me the said *A. P.* of and from which said Sum of — I the said *J. P.* do hereby acquit and discharge the said *W. P.* Esq; and the said *W. F.* and all other Officers, Ministers and Servants of the said Sheriff, for or in any ways concerning the Levying or Disposing of the said Goods by Virtue of the said Precept or Warrant; and shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said *W. P.* his Executors, &c. and the said *W. F.* and all other their Officers and Ministers, and their and every of their Goods and Chattels, Lands and Tenements, for or in respect of executing the said Warrant, or Precept and Sale of the said Goods, and of and from all Escapes touching or concerning the same. In Witness, &c.

Recitals of Deeds.

Recital of Articles of Clerkship.

Whereas by Articles of Agreement indented, bearing Date on or about, &c. and made or mentioned to be made between the said *E. S.* of the one Part, and the said *J. S.* (by such other Addition as therein mentioned) of the other Part, he the said *J. S.* (for the Considerations therein expressed) did covenant faithfully to serve the said *E. S.* as his Clerk for the Term of five Years, to commence from the Date thereof, in such Manner as therein mentioned: And he the said *E. S.* (for the Considerations aforesaid) did thereby covenant with the said *J. S.* that he the said *E. S.* during the said Term, would find and provide the said *J. S.* competent and sufficient Meat, Drink, Washing and Lodging; and also inform and instruct the said *J. S.* in the Profession of the Law and Practice of an Attorney, in such Manner as therein is also mentioned; as in and by the said recited Articles, Relation being thereunto had, more fully may appear.

Recital of Articles of Agreement, to put an End to Suits by making an Assignment of two Leasehold Messuages, and a Bond.

Whereas by certain Articles of Agreement bearing Date the — Day of — now last past, and made or mentioned to be made between the said *A. J.* of the one Part, and *T. W.* of the Parish of — in the County of *Middlesex*, (sole Executor of the last Will and Testament of *T. W.* his Father, late of —) of the other Part, (therein reciting, that several Disputes and Differences had arisen, and that several Suits had been commenced and carried on in the Court of Chancery between the said *A. J.* and *T. W.* the Son touching the Sum of 600 *l.* which had been by her the said *A. J.* put into the Hands of the said *T. W.* the Father, to be by him placed out at Interest for the Benefit of the said *A. J.* and that the same did not appear to have been so placed out; and further reciting, that in order to put an End to the said Suits, the said *T. W.* the Son (amongst other Things) had agreed to assign unto the said *A. J.* her Executors and Assigns, the two Leasehold Messuages or Tenements, together with a Bond therein mentioned, (being the Premises herein after particularly mentioned and assigned to the said *J. S.*) and which Premises, by the said Articles agreed to be by the said *T. W.* assigned to the said *A. J.* were by her thereby agreed to be in full Satisfaction of the said Sum of 600 *l.* and Interest, then due to the said *A. J.* for the same.

Of an Assignment of a Bond by Indenture.

AND whereas by Indenture bearing Date the — the said *T. H.* for the Consideration therein mentioned, did grant, assign and set over unto the said — the said Bond, and all and every Sum and Sums of Money due and payable unto him the said *T. H.* upon or by Virtue of the said Obligation or Condition, with full Power and Authority to sue for and recover the same; as in and by the said Indenture, Relation, &c.

Of an Assignment of a Recognisance or Statute Staple.

WHEREAS by one Indenture *Quadripartite* of Assignment, bearing Date the, &c. and made or mentioned to be made between, &c. (reciting as therein is recited) in Consideration of, &c. to the said *D. T.* and *K.* his Wife, and of, &c. to the said *J. S.* and *E.* his Wife, in Hand severally mentioned to be paid by the said *E. S.* and *J. B.* they the said *D. T.* and *K.* his Wife, *J. S.* and *E.* his Wife, and the said *W. B. R. L.* and *S. W.* by the Direction and Appointment of the said *D. T.* and *K.* his Wife, *J. S.* and *E.* his Wife, testified by their being made Parties thereto, and Sealing and Delivering thereof, *Did*, at and by the Nomination and Appointment of the said *E. S.* and *J. B.* testified by their being made Parties thereto, and their Sealing and Delivery thereof, *In Trust* for them and their Heirs, Executors and Administrators, bargain, sell, assign and set over unto the said *T. B.* and *W. B.* their Executors, Administrators and Assigns, as well the said Recognisance and Statute Staple of — *l.* therein mentioned, as also all such Sum and Sums whatsoever thereon, and on every or any of them, that then were or should become payable, and all Benefit and Advantage that should be had and taken by Virtue of the said Recognisance and Statute, or by the Will of the said *J. W.* or otherwise howsoever; as in and by the said recited Indenture of Assignment, Relation, &c.

Of an Assignment of a Lease by way of Mortgage.

WHEREAS by Indenture of Assignment (by way of Mortgage) bearing Date on or about the — Day of — which was in the Year of our Lord — and made or mentioned to be made *Between* *T. W.* of — of the one Part, and *J. K.* of — of the other Part, (reciting as therein is recited) the said Indenture of Lease, and the Premises thereby demised, *Were* assigned unto the said *J. K.* for securing the Payment to him of the Principal Sum of — and Interest, *Subject* to such Redemption as therein mentioned.

Of an Assignment Tripartite of a Lease, by way of Mortgage, from the former Mortgagee, together with the Direction and Confirmation of the former Mortgagee.

(After Recital of the Lease, and the first Assignment, [say,])

AND whereas by Indenture *Tripartite* of Assignment, bearing Date on or about the — Day of — which was in the Year of our Lord — and made or mentioned to be made *Between* the said *T. W.* (former Mortgagee) by the Name and Description of *T. W.* of — of the first Part, the said *J. K.* (former Mortgagee) of the second Part, and the said *A. P.* (present Mortgagee) of the third Part, (reciting as therein is recited) *It is witnessed*, that in Consideration of the Sum of — *l.* paid to the said *J. K.* (by the Direction of the said *T. W.* testified as therein mentioned) by the said *A. P.* and of the further Sum of — by her also paid to the said *T. W.* he the said *J. K.* (by the like Direction of the same *T. W.*) *Did* grant, sell and assign, and the said *T. W.* the Son *Did* grant, ratify and confirm, unto the said *A. P.* *The* said therein and herein before recited Indenture of Lease, and the — and all and singular other the Premises thereby demised, with their Appurtenances; *To hold* the said — and other the Premises, unto the said *A. P.* her Executors, Administrators and Assigns from thenceforth, for and during all the Rest and Residue of the said Term of — Years, by the said Indenture of Lease granted, which was then to come and unexpired; *Subject nevertheless* to a Proviso in the said Indenture *Tripartite* contained, for Redemption of the said Premises on Payment by the said *T. W.* unto the said *A. P.* her Executors, Administrators or Assigns, of the Sum of — in such Manner as therein is mentioned; as in and by the said in Part recited Indenture *Tripartite*, Relation being thereunto had, more fully may appear.

Of an Award.

Whereas by a certain Writing of an Award indented, bearing Date, &c. made by and under the Hands and Seals of *A. B.* and *C.* of, &c. they the said Arbitrators have awarded the above named *D.* his Executors or Administrators, within the Space of two Months from the Date thereof, to pay unto the above bound *E.* his Executors or Assigns, the Sum of — lawful, &c. in full of all Demands which he hath or may have against the said *D.* his Executors or Administrators, (as Administrator of the said *E.*) or otherwise howsoever; as thereby, Relation, &c.

Bargain and Sale.

Whereas by Indenture *Tripartite* of Bargain and Sale inrolled in the High Court of Chancery, bearing Date on or about the 11th Day of *May*, which was in the Year of our Lord 17 — and made or mentioned to be made between *E. K.* Spinster, (by such other Addition and Description as therein mentioned) of the first Part, the said *J. P.* of the second Part, and the said *G. P.* and one *R. P.* of, &c. Esq; (since deceased) of the third Part, for the Considerations in the said Indenture of Bargain and Sale mentioned, she the said *E. K.* did give, grant, sell and confirm unto the said *G. P.* and *R. P.* the several Messuages or Tenements, Lands and Hereditaments, situate in, &c. therein particularly mentioned and herein after granted and released; To hold the same unto and to the Use of the said *G. P.* and *R. P.* and their Heirs, *In Trust nevertheless* for the said *J. P.* his Heirs and Assigns; as in and by the said in Part recited Indenture, Relation being thereunto had, more at large may appear.

Recital of a common Bond for the Payment of Money, [and of Part received].

Whereas one *H. S.* of — by his Bond bearing Date on or about the — Day of — became bound to the said *T. W.* deceased, in the penal Sum of — conditioned for the Payment of the Sum of — on the — Day of — then next ensuing, with lawful Interest for the same. [And that by an Indorsement made on the said Bond, it appeared that on the — Day of — the Sum of — was paid in Part of the said Bond.]

Another.

Whereas in and by one Bond or Writing Obligatory, bearing Date the — *T. J.* of — and *E. J.* of — are and stand jointly and severally bound unto *T. H.* of — in the penal Sum, &c.

Recital of a Bond from the intended Husband for Payment of Money to his intended Wife at his Death. (Vide Bond.)

AND whereas the said *R. W.* in Consideration of the said intended Marriage, and of a considerable Portion which he the said *R. W.* will have and receive as the Marriage Portion of the said *D. P.* and to the Intent to make some Provision for her future Support and Maintenance in Case she him survives, by his Bond or Obligation bearing even Date with, and executed immediately before these Presents, is and stands bound to them the said — and — in the penal Sum of — with Condition thereunder written, (*reciting the said intended Marriage*) that if the said Marriage took Effect, and the said *R. W.* should happen to depart this Life, leaving her the said *D. P.* him surviving; then if the Heirs, Executors or Administrators of the said *R. W.* should well and truly pay or cause to be paid to the said *D. P.* her Executors, Administrators and Assigns, within — Months next after his Death, the full Sum of —, then the said Obligation to be void, otherwise, &c. as by the said Bond may appear.

Recital of a Charter-Party of a Freightment.

Whereas by Charter-Party of a Freightment indented, bearing Date the — Day of — last past before Date hereof, made between the Royal *African* Company of England, of the one Part, and *A.* of, &c. Mariner, *B.* of, &c. and *C.* of, &c. Part-Owners of the Ship *W.* Burthen — Tons, or thereabouts, then at Anchor in the River of *T.* whereof the said *A.* is Master, of the other Part, they the said Master and Part-Owners

Owners have let the said Ship to Freight to the said Company, for a Voyage to the South Parts of *Guinea* in *Africa*, and from thence to the Coast of *W.* and so to proceed to *B.* In which said recited Charter-Party are contained several Covenants, Clauses, Articles and Agreements, on the Part of the Master to be performed, as well relating to the said Ship and her intended Voyage, as also relating to a Cargo of — *l.* and several other Matters therein mentioned.

Deed Poll.

AND whereas by Deed Poll, bearing even Date herewith, and indorsed upon the Back of the said recited Indenture of Release, (reciting that the within granted Annuity of 200*l.* stood charged and payable unto the said *J. R.* during the Life of the said Earl, out of the within granted and released Hereditaments and Premises; and further reciting, that the said *J. R.* had contracted and agreed with the said Earl for the absolute Purchase of one other Annuity or yearly Rent-Charge of 80*l.* to be payable out of the said Hereditaments and Premises, unto the said *J. R.* during the Life of the said Earl, at and for the Sum of 600*l.*) it is by the said Deed Poll witnessed, that the said *W. A.* Earl of *A.* in Consideration of the said Sum of 600*l.* to him paid by the said *J. R.* did give, grant and confirm, unto the said *J. R.* his Executors, Administrators and Assigns, during the Life of him the said *W. A.* Earl of *A.* one other Annuity or yearly Rent-Charge of 80*l.* of lawful Money of *Great Britain*, (over and besides the therein granted Annuity of 200*l.*) the said Annuity or yearly Rent-Charge of 80*l.* to be yearly issuing, payable and going out of the said Capital Messuage, Park, Lands, Hereditaments and Premises within granted and released, and to be paid and payable to the said *J. R.* his Executors, Administrators and Assigns yearly, during the Life of the said Earl of *A.* clear of all Taxes, Charges and Deductions whatsoever, at or in *New Inn Hall*, on the four several Days following; that is to say, The 24th Day of *December*, the 24th Day of *March*, the 24th Day of *June*, and the 24th Day of *September*, by four even and equal Portions; the first of which Payments to begin and be made on the 24th Day of *December* then and now next ensuing; together with all Power, Benefit and Advantage whatsoever to be had, made or obtained, for making of any Distress or Distresses upon, and of Entry and quiet Enjoyment of the said Hereditaments and Premises, in case of Non-payment of the said Annuity of 80*l.* or any Part thereof, in such Manner as in the within written Indenture is mentioned and expressed touching and concerning the same, as in the within written Indenture is mentioned and expressed touching and concerning the said Annuity of 200*l.* in case of Non-payment of the same; and he the said Earl of *A.* hath by the said Deed Poll charged and made chargeable the said Capital Messuage, Park, Lands, Hereditaments and Premises, to and with Payment of the said Annuity or yearly Rent-Charge of 80*l.* unto the said *J. R.* his Executors, Administrators and Assigns, during the Life of him the said Earl, in Manner as aforesaid, as in and by the said in Part recited Indentures of Lease and Release and Deed Poll, Relation being to them respectively had, more fully may appear: **And** whereas by one Bond or Obligation bearing even Date, and executed, &c.

Of a Lease.

Whereas by Indenture of Lease bearing Date the — Day of — which was in the Year of our Lord — and made or mentioned to be made between *B. J. F. D. S.* and several other Persons therein named (Parishioners and Trustees for the Parish of —) of the one Part, and *T. W.* of — (*since deceased*) of the other Part, (for the Considerations therein mentioned) they the said *B. J. F. D. S.* and the other Lessors therein named, *Did* demise and to Farm let unto the said *T. W.* (*his Executors, Administrators and Assigns*) *All* that, &c. situate and being in, &c. and in the said Indenture of Lease particularly mentioned and described, and as the same then or late were in the Tenure or Occupation of *J. A.* with the Appurtenances thereunto belonging; *To hold* the said Messuages and Premises unto the said *T. W.* his Executors, Administrators and Assigns from — then last past, for and during, and unto the full End and Term of — Years from thence next ensuing, *At* and under the yearly Rent of — payable quarterly on the Days therein mentioned, and one fat and young Lamb ready killed and dressed, or — in lieu thereof, between *Easter* and *Witsuntide* yearly, during the said Term, as in and by the said in Part recited Indenture of Lease (Relation being thereunto had) more fully may appear.

Of a Church Lease.

Whereas the Right Reverend Father in God, T. by the Divine Providence Lord Bishop of R. Dean of the Cathedral Church of St. P. in W. and the Chapter of the said Church, by their Indenture bearing Date, &c. and made between the said Dean and Chapter, of the one Part, and the said Sir R. C. of the other Part, for the Consideration therein mentioned, *Did demise, &c. for them and their Successors, unto the said Sir T. C. All, &c. To have and to hold the said, &c. from, &c. for and during, &c. from thence next ensuing, &c. yielding and paying therefore yearly, during the said Term, unto the Dean and Chapter and their Successors, the Sum of, &c. at, &c. by even and equal Portions, and at, by and under the several other Reservations, Covenants and Conditions, in and by the said recited Indenture of Lease mentioned and reserved, as in and by the same, Relation being, &c. may appear.*

Lease and Release.

Whereas by Indentures of Lease and Release, the Lease bearing Date the 22d Day of this Instant September, and the Release bearing Date the Day next before the Day of the Date of these Presents, and made between the said W. A. Earl of A. of the one Part, and the said J. R. of the other Part, *Reciting as therein is recited, It is witnessed, that for and in Consideration of the Sum of 1500*l.* of lawful Money of G. B. in the said Indenture of Release mentioned to be, and which hath been truly paid to the said Earl of A. by the said J. R. he the said W. A. Earl of A. did thereby grant and release unto the said J. R. his Heirs and Assigns, All that Capital Messuage, &c. (setting forth the Parcels verbatim.) To hold the same to the said J. R. and his Heirs, to the Uses, Intents and Purposes following; that is to say, to the Use, Intent and Purpose, that, &c. (then the Uses are declared according to the Circumstances of the Case.)*

Of a Mortgage in Fee by Lease and Release.

Whereas by Indentures of Lease and Release, bearing Date respectively the — and — Days of — which was in the Year of our Lord — the Release being *Quadripartite*, and made or mentioned to be made between the said J. D. and M. his Wife, of the first Part, H. M. B. of — and T. B. of — (an Infant under the Age of 21 Years, that is to say, of the Age of — Years, or thereabouts) Grandsons and Residuary Legatees named in the last Will and Testament of J. M. late of — deceased, which said H. M. is also Heir at Law of the said J. M. J. V. of — surviving Executor and Trustee of the last Will and Testament of the said J. M.) of the second Part, R. B. of — of the third Part, and the said E. J. of the fourth Part, *(Reciting that, &c. and further reciting, &c.) It is by the said Indenture Quadripartite (of the — Day of —) Witnessed, that in Consideration of the Sum of — they the said H. M. B. and the said T. B. (by Virtue and in Pursuance of the said Act of * Parliament, and in Obedience to the said Order of the High Court of Chancery (by and with the Privy and Consent of the said J. V. and the said J. D. testified as aforesaid) and also of the said R. B. (by and with the Privy and Consent of the said J. D.) and also the said J. D. and each and every of them the said H. M. B. T. B. R. B. and J. D. Did bargain, sell, assign, alien, Release and confirm unto the said E. J. All those (the Parcels) To hold all and singular the thereby released Premises, unto and to the Use of the said E. J. her Heirs and Assigns for ever; Subject nevertheless to a Proviso in the said Indenture Quadripartite contained for the Redemption of the thereby released Premises on Payment by the said J. D. his Heirs and Assigns, unto the said E. J. her Heirs and Assigns, of the Sum of — on the several Days therein mentioned and since past; And it is by the said Indenture Quadripartite agreed and declared by and between all the said Parties thereto, that the therein before recited Fine so levied by and between the said R. B. and J. D. and M. his Wife, of the said therein before released Premises, and all and every other Fine, Feoffments, Recoveries, Releases and Conveyances whatsoever, then or at any Time thereafter to be had, levied, suffered and executed of the same Premises, or any Part thereof, by and between the same Parties, or any of them, should be and enure, To the only Use and Behoof of the said E. J. her Heirs and Assigns for ever, (subject nevertheless to the Proviso therein before contained for Redemption of the Premises) as in and by the said in Part recited Indenture*

PART II. VOL. II.

5 F

Quadri-

* Stat. 7 Ann. c. 19. to enable Infants who are seised or possessed of Estates in Fee in Trust, or by way of Mortgage, to make Conveyances of such Estates.

Quadripartite of the several Indentures of Lease and Release (and Will therein recited) Relation being thereunto respectively had, may more fully and at large appear.

Of a Mortgage by Lease and Release for — Years.

Whereas in and by Indentures of Lease and Release, bearing Date respectively the — and — Days of — the Release being *Tripartite*, and made between the said L. by her then Name and Addition of L. K. of — Widow, Relict and Devisee of T. K. her late Husband, deceased, of the first Part, the Honourable J. S. Brother and Heir of the Honourable T. S. then late of — Esq; and also sole Executor of the last Will and Testament of the said T. S. of the second Part, and R. E. of — of the third Part, All that, &c. were limited in Use to R. E. his Executors, Administrators and Assigns, for the Term of 500 Years, without Impeachment of Waste, redeemable on Payment of — and Interest, at such Days and Times as therein is mentioned; and after the End, Expiration, or other sooner Determination of the said Term of 500 Years, to the only Use and Behoof of the said L. K. his Heirs and Assigns for ever.

Of a Mortgage by Demise for Years.

Whereas by Indenture of Mortgage bearing Date, &c. and mentioned to be made between the said J. W. of the one Part, and H. J. then of, &c. and now of, &c. of the other Part, (Reciting as therein is recited) he the said J. W. for and in Consideration of the Sum of, &c. Did bargain, sell and demise unto the said H. J. her Executors, &c. the Manor, &c. from the Day of the Date of the said Indenture, for the full End and Term of — Years, without Impeachment of or for any Manner of Waste, Subject to a Proviso therein contained for the Redemption thereof, on Payment of the said Principal Sum of — and the Interest thereof, at the Times and in the Manner therein expressed, as in and by, &c.

Recital as to Mortgage Monies not being paid, and that the same was afterwards paid, and a Certificate thereof signed by the Register for Middlesex.

AND whereas the said 52*l.* and 10*s.* was not paid on the Days and Times in the said Proviso contained in the said last recited Indenture mentioned for Payment thereof, but on or about the — Day of — 17— the said A. paid to the said B. the said Sum of 50*l.* and all Interest due for the same in full Discharge for the said Mortgage, and an Entry thereof was made in the Register Book of the Office, and Certificate of the same, dated the said — Day of — indorsed on the Back of the same Indenture, was signed by Sir T. J. the Register for the said County of *Middlesex*, as by the said Certificate may appear.

Of a Settlement before Marriage.

Whereas by Indenture *Tripartite*, bearing Date, &c. and made between the said G. G. of the first Part, the said A. his Wife (by her then Name and Addition of A. C. of — Widow) of the second Part, and G. F. of — and G. T. of — of the third Part, (therein reciting (*inter alia*) that a Marriage was then intended, and which was soon after solemnized between the said G. G. and A. C.) It is witnessed, that in Consideration of the said intended Marriage, and for other the Considerations, Ends, Intents and Purposes therein mentioned, All the personal Estate of her the said A. C. therein recited and mentioned to be of the Value of 400*l.* was by her the said A. C. (by and with the Consent and Approbation of the said G. G.) assigned to the Trustees the said G. F. and G. T. upon the Trusts therein and herein after mentioned; and also the Sum of 100*l.* therein recited to be the proper Monies of him the said G. G. and a Gold Watch of his, by him paid and deposited into the Hands of the said Trustees, were by him also assigned to the said Trustees, upon the Trusts therein and herein after mentioned; And it is, by the said Indenture now reciting, agreed and declared, by and between all the Parties thereto, that, &c. as by the said in Part recited Indenture, Relation, &c. (Vide *Settlements*.)

Of a Statute Merchant.

Whereas F. S. T. S. and R. S. by one Recognizance, or Writing Obligatory in Nature of a Statute Merchant, bearing Date, &c. taken and acknowledged at W. before A. T. Gent. Mayor of the same Town and Borough, and before R. M. Esq; deputed and assigned Clerk, for the taking Recognizances for Debts within the said Town and Borough

rough of *W.* according to the Form of Statute Merchant, stand bound unto the said *W. A.* in 600*l.* of lawful Money of *Great Britain*, payable as by the said Recognizance, or Writing Obligatory, may appear.

Of Wills and Testaments.

Of a Bequest of an Annuity.

Whereas the said *U. S.* deceased, by his last Will and Testament in Writing, bearing Date on or about the — Day of — which was in the Year of our Lord — did (amongst other Things) give and Bequeath unto the said *A. J.* one Annuity or yearly Sum of — *l.* to be paid to her the said *A. J.* and her Assigns, by Half-yearly Payments, yearly and every Year, during the natural Life of the said *A. J.* free and clear of and from all and all Manner of Deductions whatsoever, as by the said Will duly proved by the said *J. S.* in the proper Ecclesiastical Court, Reference being thereto had, will more fully and at large appear.

Of a Devise and Bequest of the Residue of the Estate after other Legacies, &c.

Whereas *G. W.* late of *L. Gent.* in and by his last Will and Testament, bearing Date the — which was in the Year of our Lord — (after Payment of his Funerals, Debts and Legacies therein particularly mentioned) did give and devise all the Rest and Residue of his Estate, both Real and Personal, to the said *M. B.* her Heirs, Executors and Administrators, and of his said Will did make *T. G.* of — Esq; *T. P.* and *N. P.* of *L. Goldsmiths*, and the said *N. P.* and *J. M.* of *L. Gent.* his Executors, and sometime after making his said Will departed this Life, as in and by the said Will duly proved by the said *T. P.* in his Life-time, and since his Death by the said *N. P.* in the Prerogative Court of *Canterbury*, Relation, &c.

Reconveyance.

Of an Estate mortgaged in Fee, to the Heir of the Mortgagor.

(By Lease and Release).

THIS Indenture Tripartite made, &c. Between *W. S.* of, &c. of the first Part, *F. P.* of, &c. of the second Part, and *R. D.* of, &c. Brother and Heir of *J. D.* late of, &c. deceased, of the third Part. **Whereas** the said *J. D.* did take up and borrow of the said *F. P.* the Sum of 1000*l.* of, &c. and for securing the Repayment thereof, with Interest for the same, after the Rate of 5*l.* per Cent. per Annum, in and by his Bond or Writing Obligatory, bearing Date, &c. stood bound to the said *F. P.* in the Penal Sum of 2000*l.* conditioned for the Payment of 1000*l.* as therein is mentioned: **And whereas** by Indentures of Lease and Release, bearing Date, &c. the Release being Tripartite, and made or mentioned, &c. Between the said *J. D.* and *D.* his Wife, since deceased, of the first Part, the said *F. P.* of the second Part, and the said *W. S.* and *L. B.* since also deceased, of the third Part, for the better securing the Payment of the said Sum of 1000*l.* and Interest, and in Discharge of the said Bond or Obligation, so entered into by the said *J. D.* as aforesaid, and for and in Consideration of the Sum of, &c. to the said *J. D.* in Hand paid by the said *W. S.* and *L. B.* He the said *J. D.* Did grant, &c. unto the said *W. S.* and *L. B.* and their Heirs, All that, &c. thereby granted unto the said *W. S.* and *L. B.* their Heirs and Assigns, to the only Use, &c. for ever; Subject nevertheless to the Redemption of the said *J. D.* on Payment of 1000*l.* and Interest, as therein is mentioned; **Which** not being paid, the Estate and Interest of the said *W. S.* and *L. B.* became absolute in Law, as in and by the said Indenture of Release, Relation, &c. **And whereas** the said *L. B.* is since dead, whereby the said *W. S.* became legally intitled to the said — and Premises by Survivorship: **And whereas** the said *J. D.* is also since deceased, and the Power, Right and Equity of Redemption of the said Premises vested in the said *R. D.* as Heir of the said *J. D.* **And whereas** all Interest due for the said Sum of 1000*l.* is paid to the said *F. P.* and there remains due to him only the Sum

Sum of 1000*l.* Principal Money, and no more: **Now this Indenture witnesseth,** That in Consideration of the Sum of 1000*l.* of, &c. to the said *F. P.* and of the further Sum of 10*s.* of like Money, to the said *W. S.* in Hand also paid by the said *R. D.* at, &c. the respective Receipts whereof are hereby respectively acknowledged, and for divers, &c. **He** the said *W. S.* by the express Direction and Appointment of the said *F. P.* testified, &c. **Hath** bargained, sold, aliened, released and confirmed, and by, &c. **Doth** bargain, &c. unto the said *R. D.* (in his actual Possession, &c.) and his Heirs, **All** those, &c. and all other Lands, &c. in and by the said recited Indentures granted to the said *W. S.* and *L. B.* and vested in the said *W. S.* by Survivorship, as aforesaid, and the Reversion, &c. and all the Estate, &c. of the said *W. S.* in and to the same; **To have, &c. To** the only Use and Behoof of the said *R. D.* his Heirs and Assigns for ever. (*Covenants added that W. S. has done no Act to incumber the Premises*). **In Witness, &c.**

Another to a Purchaser, to whom the Equity of Redemption was before conveyed by Bargain and Sale, and where the Mortgage in Fee was taken in Trust.

THIS Indenture Tripartite made, &c. **Between** *J. K.* of, &c. of the first Part, *A. M.* of, &c. and *J. B.* of, &c. of the second Part, and *T. H.* of, &c. of the third Part. **Whereas** by Indentures of Lease and Release, bearing Date, &c. and made *Between* the said *T. H.* of the one Part, and *T. G.* of, &c. of the other Part, the said *T. H.* in Consideration of the Sum of 600*l.* to him paid by the said *T. G.* as therein is mentioned, *Did* grant, &c. unto the said *T. G.* his Heirs and Assigns, **All** that, &c. **To have and to hold** all and singular the said — unto and to the Use of the said *T. G.* his Heirs and Assigns for ever; *Subject nevertheless* to the Redemption of the said *T. H.* his Heirs, &c. on Payment, &c. in Manner in the said Indenture of Release mentioned and appointed for Payment thereof: **And whereas** by Indenture bearing Date, &c. the said *T. H.* in Consideration of the further Sum of 900*l.* to him lent and paid by the said *T. G.* *Did* covenant, &c. to and with the said *T. G.* his, &c. that all and singular the said — and Premises, in the said herein before recited Indentures of Lease and Release, mentioned and described, and thereby granted, should stand and be a Security, as well for the Payment of the further Sum of 900*l.* and Interest, as for the before mentioned Sum of 630*l.* **Subject nevertheless** to the Redemption of the said *T. H.* his Heirs, &c. on Payment of the Sum of 630*l.* and also the further Sum of 922*l.* in Manner in the last above mentioned Indenture mentioned: **And whereas** by Indentures of Lease and Release, &c. *Between* the said *T. G.* of the first Part, the said *T. H.* of the second Part, and the said *A. M.* and *J. B.* of the third Part, (Reciting the said several before recited Indentures) and that the said Sums of 600*l.* and 900*l.* were not paid at the Days and Times in and by the said Indentures mentioned, whereby the Estate of the said *T. G.* became absolute in Law; and that the aforesaid Sums of 600*l.* and 900*l.* remained unpaid, but that all Interest due for the same had been paid by the said *T. H.* *It is by the said last recited Indenture* of Release *Tripartite* witnessed, that in Consideration of the Sum of 1500*l.* of, &c. to the said *T. G.* in Hand, &c. by the said *A. M.* and *J. B.* by the Direction of the said *T. H.* testified as therein is mentioned, and the Sum of 2500*l.* of like Money to the said *T. H.* in Hand also paid by the said *A. M.* and *J. B.* and for other, &c. **He** the said *G. T.* by the Direction of the said *T. H.* *Did* bargain, &c. and the said *T. H.* *Did* ratify and confirm unto the said *A. M.* and *J. B.* their Heirs, &c. **All** that, &c. **To have and to hold** the said — and Premises, unto the said *A. M.* and *J. B.* their Heirs and Assigns, to the only proper Use and Behoof of the said *A. M.* and *J. B.* their Heirs and Assigns for ever; *Subject, &c.* to a Proviso, that if the said *T. H.* his, &c. should pay, &c. unto the said *A. M.* and *J. B.* their, &c. the full Sum of, &c. that then they the said *A. M.* and *J. B.* their, &c. should and would at the Request, &c. of the said *T. H.* his, &c. by such good and sufficient Conveyances, &c. convey, &c. unto the said *T. H.* and his Heirs, or to such Person, &c. **All, &c.** discharged, &c. **And whereas** by Deed Poll bearing even Date with the last above recited Indenture of Release, the said *A. M.* and *J. B.* declare that their Names were used in the said Indenture in Trust for the said *J. K.* and that the said Sum of 4000*l.* therein mentioned was paid by, and was the proper Money, of the said *J. K.* **And whereas** the said *T. H.* hath sold the said — and other the Premises in, &c. to *W. B.* of, &c. for the Sum of 7100*l.* and out of the said Purchase Money hath paid to the said *J. K.* the Sum of 4492*l.* 6*s.* 8*d.* in full for Principal and Interest due on the said herein before recited Securities; and in Consideration thereof the said *A. M.* and *J. B.* by the Direction of the said *J. K.* have bargained, &c. and the said *T. H.* hath ratified and confirmed the said — and Premises in, &c. to the said *W.*

W. and his Heirs: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 4492 l. 6 s. 8 d. so paid to the said J. K. as aforesaid, and for and in Consideration of the Sum of 5 s. apiece to the said A. M. J. B. and J. K. in Hand paid by the said T. H. at, &c. the Receipt, &c. **They** the said A. M. and J. B. at the Request of the said T. H. and by the Direction of the said J. K. testified, &c. **Have**, and each of them **hath** bargained, sold, released and confirmed; and, &c. they the said A. M. and J. B. **Do**, and each of them **Doth** fully, &c. bargain, &c. unto the said T. H. (in his actual, &c. by the said A. M. and J. B. by Indenture, &c. his Heirs and Assigns, **All that**, &c. in the said herein before recited Indenture of Lease and Release of the — Day of, &c. particularly mentioned and described to be situate, &c. and all other the, &c. which by the said herein before recited Indentures of Lease and Release dated, &c. were granted, &c. unto the said A. M. and J. B. and their Heirs as aforesaid, and the Reversion, &c. and all the Estate, &c. of the said A. M. and J. B. in, &c. **To have and to hold** the said — and Premises hereby bargained, &c. with their and every of their Appurtenances, unto the said T. H. his Heirs and Assigns, **To** the only proper Use and Behoof of the said T. H. his Heirs and Assigns for ever. (Covenants from A. M. that he has not done any Act to incumber the Premises; and the like from J. B.) **In Witness**, &c.

Of a Freehold Estate for Lives, and a Term of Years, conveyed as a Security for suffering a Recovery which is since suffered.

THIS Indenture Tripartite, made, &c. **Between** R. R. of, &c. Esq; of the first Part, Sir B. L. of, &c. Bart. of the second Part, and A. C. of, &c. Esq; of the third Part. **Whereas**, &c. (Recital of a Lease and Release, (therein reciting that R. R. had purchased of the said Sir B. L. the Manors, &c. in S. for 1300 l. and had by his Direction paid Sir P. M. a Sum secured by Mortgage of another Manor, &c. hereafter granted; and that the said Sir B. L. agreed with the said R. R. that the said Premises not purchased by the said R. R. should be a Security to him, till a common Recovery of the purchased Premises should be suffered) in Consideration, &c. to Sir B. L. T. L. and Sir P. M. the said Sir P. M. by Sir B. L.'s Consent, did bargain, &c. the said, &c. to R. R. during the Lives of Sir B. L. and Sir R. E. subject to Rents, &c. and that the said Sir P. M. by the like Consent did assign, &c. to said R. R. all that, &c. for the Residue of 2000 Years, with a Proviso that if the said Sir B. L. and T. L. suffered a common Recovery of the Lands purchased by the said R. R. pursuant to the Covenants in an Indenture, then the said R. R. would at Sir B. L.'s Request and Cost reconvey the said Freehold Premises, and reassign the said Term of 2000 Years to the said Sir B. L. free, &c.) **And whereas** a common Recovery of the said Manors, &c. purchased by the said R. R. as aforesaid, was in — Term last past duly had and suffered, and the said Recovery declared to be to the Use of the said R. R. his Heirs and Assigns for ever: **Now this Indenture witnesseth**, that for and in Consideration of the said Recovery so suffered, and the Uses thereof so declared as aforesaid; and in Consideration of the Sum of 10 s. of, &c. to the said R. R. in Hand paid by the said Sir B. L. at, &c. the Receipt, &c. and for Divers, &c. **He** the said R. R. in Performance of the said Agreement in the herein before recited Proviso contained, at the Request of the said B. L. **hath** bargained, sold, released and confirmed, and by these Presents **Doth** bargain, &c. unto the said B. L. (in his actual, &c.) and to his Heirs, **All that**, &c. which in and by the said herein before recited Indentures of Lease and Release, dated, &c. were granted and conveyed to the said R. R. and his Heirs, for the Lives of the said Sir B. L. and Sir R. E. as aforesaid, and all the Estate, &c. **To have and to hold** the said, &c. unto the said B. L. his Heirs and Assigns, for and during the natural Lives of the said Sir B. L. and Sir R. E. and the Life of the longest Liver of them: **And this Indenture further witnesseth**, that for the Consideration aforesaid, and in Consideration of the Sum of 10 s. of, &c. to the said R. R. in Hand paid by the said A. C. at or before, &c. the Receipt, &c. **He** the said R. R. at the Request and by the Direction of the said Sir B. L. testified, &c. **hath** bargained, sold, assigned, set over and transferred, and by, &c. unto the said A. C. his Executors, &c. **All that**, &c. which were by Indenture bargained, sold, assigned and set over by the said Sir P. M. the Son, to the said R. R. his Executors, &c. for the Residue of the said Term of 2000 Years as aforesaid, and all the Estate, &c. **To have and to hold** the said Manor, &c. hereby assigned and set over, or intended so to be, with their and every of their Appurtenances, unto the said A. C. his Executors, &c. from henceforth, for and during all the rest, Residue and Remainder of the said Term of 2000 Years yet to come and unexpired, without Impeachment of Waste; **In Trust nevertheless** for the said Sir B. L. his Heirs and Assigns, to the Intent the said Term may not be mortgaged.

gaged, but may wait upon and attend the Reversion, Fee-simple and Inheritance of the said Manor and Premises, and may be liable and subject to such Dispositions as the said Sir B. L. his Heirs and Assigns shall make thereof; **And, &c.** (*A Covenant that R. R. has done no Act to incumber the Premises, Vid. Tit. Covenants.*) **In Witness, &c.**

A Reconveyance of Tithes from a Trustee to the Proprietor thereof, in Pursuance of a Trust for that Purpose (being of the Premises which had been mortgaged to another Person.)

THIS Indenture Tripartite, &c. Between T. W. of, &c. of the first Part, W. B. of the second Part, and T. F. of, &c. of the third Part. **Whereas** by Indenture of Lease and Release bearing Date respectively, &c. the Release being *Tripartite*, and expressed to be made between S. B. of, &c. of the first Part, the said T. F. of the second Part, and the said T. W. of the third Part, the said S. B. (in Consideration of the Sum of — therein mentioned to be paid to him by the said T. W.) did by the Consent Direction and Appointment of the said T. F. (testified as therein is mentioned) bargain sell and release unto and to the Use of the said T. W. and his Heirs, *The Messuage, &c.* And whereas by other Indentures of Lease and Release, bearing Date respectively, the same, &c. the same Release being *Tripartite*, and expressed to be made between the said T. F. And G. his Wife of the first Part, T. J. of, &c. and the said W. B. of the second Part, and the said T. W. of the third Part, and by a Fine levied in Pursuance of the Agreement in the same Release contained, *The said T. F. T. J. and W. B.* (in Consideration of the several Sums of — and — therein expressed to be paid to the said T. F. and by his Direction, and for other the Considerations therein mentioned, did bargain, sell, release and convey to the said T. W. and his Heirs (*inter alia*) the said Messuages, &c. *To hold* the same unto and to the Use of the said T. W. and his Heirs, as in and by the said several, &c. **And whereas** the said several Sums of — and — the Consideration Money mentioned in the said recited Indenture of Release, to be paid by the said T. W. unto the said S. B. and T. F. were the proper Monies of the said W. B. **And whereas** it was agreed between the said T. F. and W. B. that the Sum of — Part of the said Consideration Money in the said Indenture mentioned, should be for the absolute Purchase of the Freehold and Inheritance in Fee-simple, in Possession, of the said Messuage, Lands, Tenements, Rectory, Tithes and Hereditaments, (Except only such Parts or Parcels of the said Rectory as are herein after mentioned and intended to be hereby released) and that he the said T. W. should with the Consent of the said W. B. reconvey the said excepted Premises; And whereas by Indentures of Lease and Release respectively bearing Date the 20th and 21st Days of *July* Instant, and to be executed immediately before these Presents, the same Release being *Tripartite*, and made between the said T. W. of the first Part, the said T. F. of the second Part, and the said W. B. of the third Part, (reciting as therein is recited, and for the Considerations therein mentioned) the said T. W. by the Direction of the said T. F. (testified, &c.) and also the said T. F. have granted and released unto and to the Use of the said W. B. and his Heirs: **Now this Indenture witnesseth**, that in Pursuance and Performance of the said recited Agreement, and of the Trust so reposed in the said T. W. for reconveying the said excepted Tithes, Hereditaments and Premises unto the said T. F. and his Heirs as aforesaid, and also in Consideration of 5 s. to W. paid by F. the Receipt, &c. he the said T. W. (at the special Instance and Request, and by and with the Consent, Direction and Approbation of the said W. B. testified by his Sealing and Delivering of these Presents (hath granted and released, and by these Presents doth grant and release, unto the said T. F. (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made by the said T. W. in Consideration of 5 s. by Indenture bearing Date the Day next before the Day of the Date of these Presents, for one Year, commencing from the Day next before the Day of the Date thereof, and by Force of the Statute for transferring of Uses into Possession) and his Heirs, **All** that Part or Parcel of the Rectory of the Church of, &c. **To have and to hold** the said Tithes, Hereditaments and Premises hereby released or mentioned or intended so to be, with their and every of their Appurtenances, unto the said T. F. and his Heirs, to the only Use and Behoof of the said T. F. his Heirs and Assigns for ever. (*A Covenant from T. W. that he has done no Act to incumber, &c.*) **And** the said W. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said T. F. his Heirs and Assigns by these Presents, in Manner as follows, *viz.* That they the said T. W. and W. B. and all and every Person and Persons: (*Covenant for farther Assurance*) **And further**, that he the said W. B. his Heirs, Executors, Administrators and Assigns, shall and will from

from Time to Time, and at all Times from henceforth for ever hereafter, well and truly pay, or cause to be paid, a Fee-Farm Rent of 11. 6s. 8d. issuing and payable (amongst other Things) out of the Rectory of *D.* aforesaid, and the Tithes herein before mentioned, unto such Person or Persons who are or shall be, from Time to Time, legally intitled to receive the same; and also that he the said *W. B.* his Heirs and Assigns, shall and will, from Time to Time, and at all Times from henceforth for ever, well and truly pay, or cause to be paid, to the present Vicar of *D.* and his Successors for the Time being for ever, such yearly Sum or Pension, as is or are, or shall appear to be due to the Vicar of *D.* aforesaid; **And also**, that he and they shall and will, from Time to Time, and at all Times hereafter for ever, at his and their own proper Costs and Charges, support, uphold, maintain and keep the Chancel of the Parish Church of *D.* aforesaid, in, by, and with all and all Manner of needful and necessary Reparations and Amendments; and also that he the said *W. B.* his Heirs and Assigns, shall and will, from Time to Time, and at all Times hereafter for ever, bear, pay and discharge all such Taxes, Duties and Assessments, as shall from Time to Time be charged or assessed upon the Rectory herein before mentioned, and Tithes thereunto belonging, in Manner as the same have been heretofore paid by the said *T. F.* and likewise shall and will, from Time to Time, and at all Times hereafter, well and sufficiently save harmless and indemnified the said *T. F.* his Heirs and Assigns, and the said hereby released Tithes and Premises, of, from and against all Actions, Suits, Costs, Charges, Expences and Damages whatsoever, which he the said *T. F.* his Heirs or Assigns, shall or may be liable to pay, sustain, or be put unto, for or by Reason or Means of his the said *W. B.* his Heirs or Assigns Non-payment or Performance of the said yearly Fee-Farm Rent Pension to the said Vicar, Repairs of the said Chancel, Taxes, Duties and Assessments, in Manner as aforesaid, for or in Respect of the Rectory, Tithes and Premises herein before mentioned; **And lastly**, (to produce Deeds, &c.)

A Reconveyance from a Senior six Clerk in Chancery to a Feme Covert, in Pursuance of a Decree.

THIS Indenture, &c. Between *W. S.* Esq; (Senior six Clerk of the High Court of Chancery) of the one Part, and *J. D.* of *Westminster*, Esq; and *A. M.* his Wife, late called *A. M. K.* of the other Part. **Whereas** by certain Indentures of Lease and Release, bearing Date respectively the, &c. she the said *A. M.* for the Considerations in the said Indenture of Release mentioned, did grant and release unto and to the Use of *G. R.* then of, &c. the several Messuages, &c. and Hereditaments of her the said *A. M.* situate, &c. therein particularly mentioned, and therein after released unto and to the Use of the said *A. M. D.* and her Heirs: **And whereas** by certain other Indentures of Lease and Release, bearing Date respectively the — the said *A. M.* (for, &c.) **And whereas** by certain other Indentures of Lease and Release, bearing Date respectively the 8th and 9th Days of *July* 17— and made or mentioned to be made between the said *G. R.* of the one Part, and *B. H.* Esq; (since deceased) and the said *W. S.* of the other Part, reciting as in the same Indenture of Release, that by an Order of the High Court of Chancery made on *Thursday* the third of *March* 17— then last past, before the Date of the same Indenture, in a Cause there then depending between the said *J. D.* and the said *A. M.* his Wife, Plaintiffs, and the said *G. R.* Defendants, it was (*inter alia*) ordered, that the said *G. R.* should within three Weeks then next ensuing, convey the Real Estates of the said *A. M.* in Question, to the two Senior six Clerks of the said High Court of Chancery, and to covenant that the same were free from Incumbrances done or suffered by him the said *G. R.* (except, &c.) and the said Real Estates were to be subject to be reconveyed by the said two six Clerks, as the said Court upon the Hearing of the said Cause shall direct; *It is witnessed*, that in Pursuance of, and in Obedience to the said Order, and for 1 s. paid by the said *B. H.* and *W. S.* to the said *G. R.* he the said *G. R.* *Did* grant, sell, alien, release and confirm unto the said *B. H.* and *W. S.* and their Heirs, the said *B.*'s Messuages, Lands, Tenements and Hereditaments of her the said *A. M.* situate, &c. *To hold* all and singular the said Hereditaments and Premises, unto and to the Use of the said *B. H.* and *W. S.* their Heirs and Assigns for ever; *Subject nevertheless* to the said Court of Chancery, and in Trust to reconvey the same Premises as should be directed by the said Court at the Hearing of the said Cause: **And whereas** by certain other Indentures of Lease and Release, bearing Date respectively the said 8th and 9th Days of *July* 17— and made or mentioned to be made between the said *G. R.* of the one Part, and the said *B. H.* and *W. S.* of the other Part; whereby (after reciting in the same Indenture of Release the herein before

Master's Report.

before mentioned Order of the said third of *March* 17— made in the said Cause, whereby the said *G. R.* was ordered within the Time aforesaid to convey the said Real Estates of the said *A. M.* in Question, to the said two Senior Clerks, free from Incumbrances, except as aforesaid, and subject to such Reconveying thereof, in Manner as herein before expressed, touching the said Premises in the said County of *C.*) *It is witnessed*, that in Pursuance of, and in Obedience to the said Order, and for 1 s. to the said *G. R.* paid by the said *B. H.* and *W. S.* he the said *G. R.* did give, grant, alien, sell, release and confirm unto the said *B. H.* and *W. S.* and their Heirs, the said several Messuages, Lands, Tenements and Hereditaments of her the said *A. M.* situate, &c. therein and herein after also particularly mentioned, (which same Premises are hereby likewise intended to be released unto and to the Use of the said *A. M. D.* and her Heirs, in Manner as herein after also mentioned) and the Reversion and Reversions, &c. and all the Estate, &c. and all Deeds, &c. *To hold* all and singular the said last mentioned Hereditaments and Premises, unto and to the Use of the said *B. H.* and *W. S.* and their Heirs and Assigns for ever; *Subject nevertheless* to the Order of the said Court of Chancery, and in Trust to reconvey the same Premises as should be directed by the said Court at the Hearing of the said Cause, as in and by the said several in Part recited Indentures of Lease and Indentures of Release, Relation, &c. **And whereas** by a Decree or Decretal Order, made and pronounced in the said High Court of Chancery by the Lord High Chancellor of *Great Britain*, on the, &c. in the before mentioned Cause, it was thereby (*inter alia*) ordered and decreed, that the several Deeds therein, and in the Pleadings of the said Cause mentioned, should be set aside, as being obtained by Fraud, Corruption, and indirect Means, and that the same should be delivered up to be cancelled, and that the Plaintiff *A. M. D.* should be forthwith let in to the Possession of the several Estates conveyed by her to the Defendant, by one or other of the said Deeds, and that the Real Estate in Question was to remain in the said *B. H.* and *W. S.* the two Senior six Clerks of the said Court, to whom the same had been conveyed by the Defendant in Pursuance of the said Order of the third of *March* 17— but the said Plaintiffs were to receive the Rents and Profits thereof in the mean Time, and that an Account should be taken by *J. B.* one of the Masters of the said Court, between the Plaintiffs and Defendant, of what Money the Plaintiff *A. M.* had received of the Defendant, or had been paid by the Defendant for her Use, or any other Demand of the Defendant against the Plaintiff, and the Defendant should also account for the Rents and Profits of the Real Estate received by him, or any other Person for his Use, and also for the Personal Estate of the Plaintiff received or possessed by him, and the said Defendant was to pay the Plaintiffs their Costs of Suit to that Time, to be taxed by the said Master; and after taking the said Account, each Side was to resort back to the said Court, &c. **And whereas** the said Master, Mr. *J. B.* in Pursuance of the said Decree, by his Report dated the 20th of *June* 17—, certified, that he had in the Presence of the Plaintiff's Clerk in Court and Solicitor, (none attending for the Defendant, though duly summoned) as by Oath made before him appeared, considered of the Plaintiff's Bill of Costs to the Time of Hearing the said Cause, amounting in the whole to the Sum of 510 l. 17 s. 9 d. which he had thought fit to tax at 385 l. 4 s. &c. **And whereas** by a subsequent Order made in the said Cause, dated the 14th of *September* now last past, it was, &c. (as to the Hearing of the Cause upon the Matters reserved): **And whereas** by another Decree or Decretal Order made and pronounced in the said Cause by his Lordship, on the 17th Day of *December* now last past, whereby after reciting or setting forth as therein mentioned, his Lordship did order and decree, that the said *S.* the surviving Senior six Clerk, to whom the said Estate was conveyed, should at the Plaintiff's Charge convey the same to the Plaintiff *A. M.* and that the Deeds and Writings in the said Master's Hands be delivered to her, and that the Defendant do pay the Plaintiff the Costs already taxed, and also the Plaintiffs further Costs to be taxed by the said Master, as in and by the said in Part recited Decrees, Report and subsequent Order duly filed and entred upon Record in the said Court, Relation, &c. **And whereas** the said *B. H.* being lately dead, the said several Hereditaments and Premises so respectively conveyed by the said *G. R.* to them the said *B. H.* and *W. S.* in Pursuance of the said Order of the third of *March* 17— as aforesaid, are now vested in him the said *W. S.* by Survivorship, in Trust nevertheless, and to be by him conveyed unto the said *A. M. D.* according to the said last recited Decree, in such Manner as herein after is mentioned and expressed: **Now this Indenture witnesseth**, that in Pursuance of, and in Obedience to the said several recited Decrees, and in Discharge of the Trust reposed in him, the said *W. S.* by the said several recited Indentures of Lease and Release respectively, dated the said 8th and 9th Days of *July* 17— as aforesaid, and also for and in Consideration of the Sum of 10 s. of,

of, &c. to him the said *W. S.* in Hand paid by the said *A. M. D.* at or before the Executing hereof, the Receipt, &c. he the said *W. S.* (by the Direction of the said *J. D.* testified, &c.) hath bargained, sold, aliened, released and confirmed, and by, &c. unto the said *A. M. D.* (in her actual Possession, &c.) and to her Heirs and Assigns, All, &c. the Premises in *C.* as conveyed to the said two six Clerks, and after the General Words, (all which same *Bartons*, &c. situate in the same County of *C.* are the same Premises, which in and by the above recited Indentures of Lease and Release, dated the said 8th and 9th Days of July 17— were by him the said *G. R.* in Pursuance of the said first mentioned Order of the third of March 17— conveyed unto and to the Use of the said *B. H.* and *W. S.* and their Heirs, in Trust as aforesaid); And also all those, &c. the other Premises in *S. D.* and *S.* &c. (all which last mentioned Messuages, &c. are the same Premises, which in and by the last above recited Indentures of Lease and Release, dated, &c. were by him the said *G. R.* in Pursuance of the same Order, conveyed unto and to the Use of the said *B. H.* and *W. S.* and their Heirs, in Trust as aforesaid) and the Reversion, &c. Rents, Suits and Services, of all and every the herein before released Messuages, &c. and all the Estate, &c. of said *W. S.* &c. by Virtue of the said several recited Indentures of Lease and Release, dated the said 8th and 9th Days of July 17— or any of them, together with the same several Indentures, and all and every other the Deeds, &c. **To have and to hold**, &c. to the sole and only proper Use and Behoof of the said *A. M. D.* her Heirs and Assigns for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever; And the said *W. S.* &c. (*Covenant that he has done no Act*, &c.)

Reconveyance in Pursuance of a Trust Deed, to a Person who was a Lunatick.

THIS Indenture, &c. **Between**, &c. of, &c. of the one Part, and *J. G.* of, &c. of the other Part; (*Recite the Trust Deed, and Trusts and Provisoes therein full*, &c.) as in and by, &c. **And whereas** *W. G.* and *A. G.* by Virtue of the said recited Indentures of Lease and Release, entered upon and took Possession of the said Messuage, Lands and Premises thereby conveyed to them upon the several Trusts, Intents and Purposes aforesaid, and have ever since received, paid and applied the Rents, Issues and Profits of the said Premises, in Pursuance of and according to the several Trusts in the said recited Indentures of Release mentioned and expressed touching and concerning the same: **And whereas** the said *A. G.* being lately dead, and the said *J. G.* having her survived, and being through the Mercy and Goodness of Almighty God perfectly restored to his full and former right Senses, and no Part of the said Messuages, Lands and Premises having been sold or mortgaged for the Intents and Purposes by Virtue of the Trusts aforesaid, he the said *J. G.* by Virtue of the Trust in the said Indenture of Release expressed, is now legally intituled to have a Conveyance made to him from the said *W. G.* and *A. G.* of the said Messuages, Lands and Premises so conveyed to them upon the Trusts aforesaid; And the said *W. G.* and *A. G.* being fully satisfied that the said *J. G.* is now fully restored to his former right Senses, they in Consideration of the Sum of 10 *l.* a-piece, to be paid to them by the said *J. G.* for their Trouble and Pains in Execution of the said several Trusts so reposed in them as aforesaid, and also in Consideration of their being released and indemnified by the said *J. G.* (which he has agreed so to do, in such Manner as herein after is mentioned) have, at his Request and in Discharge of their said Trust, agreed to grant and release the said Messuage, Lands, Hereditaments and Premises so conveyed to them and their Heirs in Trust as aforesaid, unto and to the Use of the said *J. G.* his Heirs and Assigns for ever, in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that in Pursuance and Performance of the said recited Agreement, on the Part and Behalf of the said *W. G.* and *A. G.* to be done and performed, and also for and in Consideration of the Sum of 10 *s.* a-piece of, &c. to them in Hand well and truly paid by the said *J. G.* at or before, &c. the Receipt, &c. and for divers, &c. they the said *W. G.* and *A. G.* (at the special Instance and Request of the said *J. G.* testified by his being a Party to, and Executing hereof,) **Have**, and each of them **hath** granted, released and confirmed, &c. unto the said *J. G.* (in his actual, &c.) the Premises and the Reversion, &c. and all the Estate, &c. of the two Trustees by Virtue of the said recited Indentures of Lease and Release, or otherwise howsoever, together with the same Indentures, and all other Deeds, &c. **Habendum** to and to the Use of the said *J. G.* his Heirs and Assigns, freed and absolutely released, exonerated, and for ever discharged of and from all and every the several Trusts, Provisoes, Conditions and Agreements in the

Previous Agreements.

faid recited Indenture of Release mentioned, expressed and declared, of and concerning the said Premisses, and every Part thereof, and each of them the said *W. G.* and *A. G.* severally and apart for themselves; (*Trustees covenant that they have done no Act, and for further Assurance, and a Release from J. G. to them, to release and indemnify, &c.*)

Renunciation.

A Renunciation or Disclaimer of Executorship.

The Renun-
ciation.

THIS Indenture Tripartite, made the — Between *M. M.* of — of the first Part, *J. B.* of — of the second Part, and *C. K.* of — of the third Part. Whereas *A. K.* late of — duly made and published her last Will and Testament in Writing, bearing Date the — and thereby devised, &c. to the said *C. K.* and made the said *J. B.* and *M. M.* Executors and Trustees, as in and by the said Will may more fully appear: And whereas the said *A. K.* soon after the making the said Will died, and the said *M. M.* hath refused to accept the said Executorship and Trust, and never acted therein; but the said *J. B.* alone proved the said Will, and took upon him the Execution thereof: Now this Indenture witnesseth, that the said *M. M.* as a farther Declaration thereof, Doth by these Presents renounce and disclaim the said Executorship, and doth likewise by these Presents remise and release unto the said *J. B.* (the other Executor) his Executors and Administrators, all her Estate, Right, Title and Interest, in and to the said Executorship, by Virtue of the said recited Will, or otherwise howsoever. In Witness, &c.

Renunciation by two Executors, and by the Widow.

Disclaimer.

Warrant.

NOW all Men by these Presents, that we *W. C.* of, &c. and *R. T.* of, &c. Executors named in the last Will and Testament of *R. M.* late of, &c. deceased, for certain Causes us hereunto moving, do expressly renounce and disclaim the Execution of the said last Will and Testament of the said *R. M.* and that I *A. M.* Widow, Relict and Executrix of the aforesaid *R. M.* do expressly by these Presents renounce and disclaim the Administration and Execution of all and singular the Goods and Chattels, Rights and Credits of the said *R. M.* with his Will annexed; and to the Intent that these our several and respective Renunciations may take Effect, we the said *W. C.* *R. T.* and *A. M.* do hereby constitute and appoint our loving Friends *T. B.* and *J. R.* Notary Publicks, and two of the Proctors of the Arches of the Prerogative Court of *Canterbury*, jointly and severally our lawful Proctors, for us and in our Names to appear before any Judge competent in our Behalf, or his lawful Surrogate, then and there for us and in our respective Names to renounce as well the Execution of the said last Will and Testament of the said *R. M.* deceased, as also the Administration of all and singular his Goods and Chattels, Rights and Credits, with his Will annexed, and to do all other Things that shall be requisite and necessary in and about the same, and what our said Proctors jointly and severally shall legally do or cause to be done in the Premisses, by Virtue of the Authority and Warrant above given, we do hereby ratify and confirm. In Witness whereof we the said *W. C.* *R. T.* and *A. M.* (the disclaiming Executors) have hereunto set our Hands, &c.

Renunciation of Administration, vulgarly called Sequestration.

Warrant of
Attorney to a
Creditor.

NOW, &c. That *A. B.* Widow and Relict of *C. B.* late of, &c. and *E. B.* the natural and lawful Son of the said *C. B.* deceased, do hereby renounce Letters of Administration of the Goods, Rights and Credits of the said *C. B.* deceased; and to the End that this our Renunciation may have its due Effect in Law, we do hereby constitute and appoint any one or more of the Procurator or Procurators General of the Arches Court of *Canterbury*, or of the Consistory Court of *Rochester*, to be our Procurator or Procurators, and to appear for us before any proper Ecclesiastical Judge, and pray and procure the same to be admitted, and the said Renunciation to be also admitted and accepted to all Intents and Purposes in Law: And we do consent, as far as by Law we may or can, that Letters

Letters of Administration of the Goods, &c. of the said Deceased, be committed and granted to, &c. Creditor of the said Deceased; and we do hereby promise to ratify and confirm all and whatsoever our Procurator or Procurators shall lawfully do or cause to be done in or about the Premises. **In Witness, &c.**

Renunciation from two Executors of their Executorship, with a Power for one of the Residuary Legatees to take out Letters of Administration to Testator, with his Will annexed, with a Covenant to indemnify the two Executors, &c.

THIS Indenture, made, &c. **Between** T. L. of, &c. and E. his Wife, (late E. B. one of the Legatees and Executors named in the last Will and Testament of D. D. late of, &c. deceased) and J. R. of, &c. (a Legatee named in the Codicil annexed to the Will of the said D. D. and another Executor by him thereby appointed of his said Will) of the one Part, and J. G. of, &c. Widow and Administratrix of E. G. of, &c. her late Husband, deceased, and which said J. G. was Sister of the said D. D. and one of the Residuary Legatees named in his last Will and Testament, and G. C. of, &c. (Nephew of the said D. D. and one other of the Residuary Legatees named in his said Will) of the other Part. **Whereas** the said D. D. by his last Will and Testament in Writing duly executed, bearing Date on or about the, &c. after Payment of all his just Debts and Funeral Expences, gave to the several Persons therein named the several Specifick Legacies therein mentioned; and he the said Testator gave unto the said E. L. (then E. B.) a Legacy in the Words following, viz. &c. **And whereas** the said E. G. having proved the said Will and Codicil, possessed himself of all or the greatest Part of his Testator's Estate and Effects, and alone acted in the Executorship of his said Will until the Time of his Death, which happened in or about, &c. now last past, and he then dying Intestate, Letters of Administration of his Goods and Chattels have been since granted out of the proper Ecclesiastical Court unto the said J. his Wife, whereby she, by Virtue thereof, became intitled to and possessed herself of the said E. G.'s Personal Estate, and also possessed herself of great Part of the Personal Estate late of the said D. D. not administred by him the said E. G. **And whereas** the said several Legacies of, &c. so respectively given by the said E. B. (now E. L.) and J. R. by the Will and Codicil of the said D. D. as aforesaid, have not been paid, and the same now remains to them due and owing: **And although** the said E. L. and J. R. were appointed joint Executors of the Will and Codicil of the said D. D. yet they never joined in the Proving thereof, nor any ways acted or intermeddled in the said Executorship of his said Estate: **And whereas** they the said T. L. and E. his Wife, and J. G. and G. C. have come to an Agreement together in Manner following, (to wit) That they the said T. and E. L. and J. R. shall release and renounce all their Right as to their Executorship to the Estate of the said D. D. and that Administration of his Goods and Chattels not already administred, together with his Will and Codicil annexed, shall be forthwith granted unto the said J. G. in such Manner, and **Subject** as herein after is mentioned; and she the said J. G. in Consideration thereof, hath agreed to pay to the said T. L. and J. R. the said Legacies of, &c. so now due to them as aforesaid, out of the Estate of the said D. D. according to his said Will: **And** they the said J. G. and G. C. have agreed to indemnify the said T. L. and E. his Wife, and J. R. of and from all Debts and all other Legacies now due from the Estate of the said D. D. and all Actions and Suits touching and concerning the same, in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that they the said T. L. and E. his Wife, and J. R. (in Pursuance and Part of Performance of their said recited Agreement, and at the special Instance, Desire and Request of them the said J. G. and G. C. (testified by their being Parties to and Executing of these Presents) **Have**, and each and every of them **hath** remised, released, renounced, and for ever quit-claimed, and by these Presents they the said T. L. and E. his Wife, and J. R. (at the Nomination and Appointment of the said G. C. testified as aforesaid) **Do**, and each and every of them **Doth** freely and clearly remise, release, renounce and for ever quit-claim unto the said J. G. all the Right, Interest, Property, Profit, Benefit, Claim and Demand whatsoever and howsoever of them the said E. L. and J. R. or either of them, of, in and to the Executorship of the Estate late of the said D. D. by Virtue of his said recited Will and Codicil, or either of them, or otherwise howsoever: **And this Indenture further witnesseth**, that they the said T. L. and E. his Wife, and J. R. (in Pursuance and full Performance of their Part of the said recited Agreement, and at the like Nomination and Direction of the said G. C. testified as aforesaid) **Have**, and by these Presents

Never proved
nor acted under the Will.

Agreement.

Indemnity.

Renunciation.

Power or
Warrant.

Covenant in
Pursuance of
the Agree-
ment.

Indemnity by
way of Re-
lease.

Presents (as much as in them lies) **Do**, and each and every of them **Doth** authorise and empower her the said *J. G.* immediately after the Execution of these Presents, to take out of the proper Ecclesiastical Court Letters of Administration of all and singular the Goods and Chattels of the said *D. D.* now unadministred, together with his Will and Codicil thereunto annexed, in such Manner as she the said *J. G.* shall think fit; **Subject** nevertheless to the Payment of the said Legacies of, &c. so now respectively due to them the said *E. L.* and *J. R.* according to the Will of the said *D. D.* as aforesaid, and also to the Payment of all his Debts, and such other Legacies as have not been paid and satisfied, and which are now due and owing from his Estate: **And this Indenture further witnesseth**, that she the said *J. G.* (in Part of Performance of her said recited Agreement, and in Consideration of the Release of the Executorship so made by them the said *E. L.* and *J. R.* of the Estate of the said *D. D.* to her the said *J. G.* and of her having such Letters of Administration granted to her thereof in Manner as aforesaid) **Doth** for herself, her Heirs, Executors and Administrators, covenant, promise and agree, to and with each of them the said *T. L.* and *E.* his Wife, and *J. R.* their respective Executors, Administrators and Assigns, by these Presents, in Manner as follows, that is to say, That she the said *J. G.* her Executors and Administrators, by and out of Part of the Estate late of the said *D. D.* so to be by her administred, shall and will, as soon as conveniently may be after her or their Receipt thereof, well and truly pay or cause to be paid unto the said *T. L.* and *E.* his Wife, or one of them, their Executors, Administrators or Assigns, the said Legacy or Sum of, &c. so given to her the said *E.* by the Will of the said *D. D.* as aforesaid, according to the true Intent and Meaning thereof; and also shall and will in like Manner pay or cause to be paid unto the said *J. R.* the said Sum of, &c. so given to him by the Codicil of the said *D. D.* as aforesaid. **And this Indenture further witnesseth**, that they the said *J. G.* and *G. C.* (in Pursuance and full Performance of their Part of the said recited Agreement, and in Consideration of such Release so made to the said *J. G.* of the Executorship of them the said *E. L.* and *J. R.* of the Estate of the said *D. D.* and of such Administration to be granted to her the said *J. G.* in Manner as aforesaid) **Do** hereby severally for themselves, and for their respective Executors and Administrators, covenant, promise and agree, to and with each of them the said *T. L.* and *E.* his Wife, and *J. R.* their respective Heirs, Executors and Administrators, by these Presents, that they the said *J. G.* and *G. C.* or one of them, their or one of their Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, keep harmless and indemnified the said *T. L.* and *E.* his Wife, and *J. R.* and every of them, their and every of their Heirs, Executors and Administrators, and their and every of their Real and Personal Estates and Effects, as well of, from and against Payment of all and every the Debts, and all other Legacies whatsoever as are now due and owing from the Estate late of the said *D. D.* to any Person or Persons whatsoever; **As also** of, from and against all and all Manner of Actions, Suits, Costs, Charges, Expences and Damages whatsoever, which shall or may at any Time hereafter be brought or commenced against them, or any or either of them, or which they, any or either of them, shall or may pay, expend, sustain or be put unto, for, by Reason or on Account of the said *E. L.* and *J. R.* being appointed Executors of the said *D. D.* or of their not acting in the said Executorship as aforesaid, according to the said Will and Codicil, or otherwise howsoever, touching or concerning the same. **In Witness, &c.**

Renunciation of an Estate by a Trustee appointed in a Will, shewing his Reasons for not acting.

THIS Indenture, &c. Between *B. A.* of the one Part, and *D. C. F. E.* and *H. G.* of the other Part, **Witnesseth**, That whereas *K. J.* deceased, by his last Will and Testament in Writing, bearing Date, &c. (Here recite the Appointment by the Will to the Trustees) **Upon** certain Trusts, and under such Conditions and Limitations, as in and by the said Will is particularly expressed and declared, as in and by the said last Will and Testament, (Relation being thereunto had) may more fully and at large appear: **And whereas** the said *B. A.* cannot attend the Execution of the said Trust by Reason of his great and publick Employments beyond the Seas, which may probably detain him there for several Years, (or otherwise, as the Case happens): **Now this Indenture witnesseth**, and he the said *B. A.* doth hereby declare, that he is not minded, nor intendeth to take any Estate or Trust of or in the said Manors and Premises, or any of them, but on the contrary doth hereby renounce the same, and hath already conveyed all his Estate and Interest

terest of, in and to the said Premises, to, &c. (his Co-Trustees) (a) and hath thereby de- Appointment
fired and appointed, that all the Conveyances directed to be made by and under the said last to the Co-
Will, or any Codicil thereunto annexed, be made to the Uses and Trusts therein expressed, Trustees.
to the other Persons to whom the same are thereby appointed to be made, omitting and
discharging the said B. A. (for the Reasons above mentioned) from the Trust reposed in
him by the said Will and Codicil. **In Witness, &c.**

Resignation.

A Form of a Resignation taken before a Bishop.

In the Name of God, Amen. Before you the Right Reverend Father in God
R. by Divine Providence, &c. and credible Witnesses here present, I — Vicar
of — and in your Lordship's Diocese and Jurisdiction, for certain just and lawful
Causes me hereunto specially moving, without Compulsion, Fraud or Deceit, **Do** hereby
purely, simply and absolutely give up and resign the said Vicarage and Parish Church of
— with all its Rights, Members, Incidents and Appurtenances, into your Lordship's
sacred Hands, with all my Right, Title and Possession, of, in and to the same, *And*
humbly and expressly resign and cede them by these Presents, humbly praying that your
Lordship would be graciously pleased to accept of this my Cession and Resignation, and
pronounce and declare the said Vicarage to be void and resigned to all Intents and Pur-
poses, (b) and to Decree that an Intimation of such Avoidance and Resignation may be issued
to the Patron thereof). **In Witness, &c.**

(c) *Resignation of a Vicarage or Rectory (mutatis mutandis) to a Notary Pub-
lick, when the Bishop is absent.*

In the Name of God, Amen. Before you A. B. the Notary Publick under-
written, and the authentick and credible Witnesses here present, I J. P. Clerk,
Rector of the Parochial Church of A. in the County and Diocese of G. in the Pro-
vince of C. being willing and desirous, for certain, true, just and reasonable Causes me
hereunto specially moving, **Do** by these Presents divest and totally exonerate myself
from the Burden, Care and Government of the said Rectory (or Vicarage) of A. and of
the Souls therein residing, not compelled thereto by Force, Fear, Fraud, or any other
sinister Design, but moved thereto by my certain Knowledge, deliberate Mind and free
Will, **Do** hereby resign the said Rectory of A. with its Rights and Appurtenances,
into the sacred Hands of the Right Reverend Father in God J. Lord Bishop of G. or to
his Vicar General, or to whom else it shall appertain, to admit of this my Resignation, and
by these Presents openly, publickly and expressly give up and resign all my Right, Title
and Possession, of, in and to the same. **In Witness** whereof I have hereunto set my
Hand and Seal, in the Presence of — (the Witnesses, &c.)

(a) Which may be done by an Assignment of his Trust, or otherwise.

(b) If the Right of Presentation is vested in the Bishop, leave out the Words, (and to decree, &c.)

There are Resignations in Consideration of Permutations, which are easily changed from the above by de-
claring the Acceptance (of the Person resigning) of the other.

(c) This Resignation must be brought, read and executed before a Notary Publick, who subscribes his Name
thereto, and the Day of the Date, &c.

Revocation and new Declaration of Uses.

(a) *Revocation of some Uses, and Limitations of new ones, by Indorsement on the Deed whereby the former Uses were created.*

First Use.
Second Use,
&c.

NOW all Persons by these indorsed Presents, that I the within named J. P. by Force and Virtue of the Power and Powers in and by the within written Indenture reserved to me, **Do** by this Indorsement under my Hand and Seal, and sealed and delivered in the Presence of the Witnesses whose Names are hereunder written, revoke, annul and make void, *All* and every the Use and Uses, Estate and Estates, limited or appointed by the within written Indenture, to or for the within named Dame A. D. and M. P. or either of them, and to or for the Heirs of their or either of their Bodies; **And** also by this Indorsement under my Hand and Seal, and sealed and delivered in the Presence of the Witnesses afore said, by Force and Virtue of the said Power and Powers to me reserved or belonging, do limit and appoint of and concerning all the Manors, Lordships, Messuages, Lands, Tenements and Hereditaments within mentioned, which are in the County of D. (except, &c.) in the Room and Stead of the Uses and Estates hereby revoked, annulled and made void as afore said, and to take Effect after the Determination of the several and respective Uses and Estates thereof limited by the within written Indenture, precedent to the Uses and Estates hereby revoked, *Such* Uses, Estates and Trusts as are herein after limited and expressed, that is to say, *As* for, touching and concerning one Moiety of the said Manors and Premises, (except, &c.) **To the Use** of the said Dame A. D. for and during the Term of 99 Years, if she shall so long live, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, then **To the Use** of Sir S. A. of, &c. Bart. Son and Heir of the within named Sir S. A. and the within named T. P. and their Heirs, for and during the natural Life of the said Dame A. D. **Upon Trust** to support and preserve the contingent Uses and Estates herein after limited from being defeated, &c. (as in the Marriage Settlements); and for Default of such Issue, then **To the Use** of the said M. P. for and during the Term of 99 Years, if she shall so long live, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, **To the Use** of the said Sir S. A. and T. P. and their Heirs, for and during the natural Life of the said M. P. **Upon Trust**, to support and preserve the contingent Uses and Estates herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require; **But** nevertheless to permit and suffer the said M. P. and her Assigns to receive and take the Rents, Issues and Profits thereof, to and for her and their own Use, during her natural Life, and from and after her Decease, **Then to the Use** of the Heirs of the Body of the said M. P. lawfully to be begotten; and for Default of such Issue, **Then to the Use** of me the said J. P. my Heirs and Assigns for ever; *And as for*, touching and concerning the other Moiety of the said Manors and Premises, (except as afore said,) **To the Use** of the said M. P. for and during the Term of her natural Life *sans* Waste; after that Estate, **To the** above Trustees for the Life of M. P. to support contingent Remainders, as above, then, **To the Use** of the Heirs of the said M. P. in Default, **To the Use** of Dame A. D. for 99 Years *sans* Waste; then **To said Trustees** for her Life, to support contingent Remainders as afore said, and after her Decease, **To the Use** of the Heirs of the Body of the said Dame A. D. and in Default thereof, **To the Use** of said J. P. and his Heirs for ever.

A Revocation of a Letter of Attorney, and a new one made to another Person.

TO all, &c. A. B. of, &c. (b) sends Greeting. **Whereas** the said A. B. did heretofore, by Writing or Letter of Attorney, impower B. of, &c. (recite the Letter of Attorney) as thereby, Relation, &c. **Now know ye**, That the said A. for divers good Causes and Considerations him thereunto moving, hath revoked, recalled and countermanded, and by these Presents doth revoke, &c. and to all Intents and Purposes (as far as in him lies)

(a) For various Limitations and Uses, (revocable in Settlements) and new ones created, vide Tit. Limitations of Uses, and Tit. Settlements.

(b) It is more usual, according to the Modern Practice, to make these Deeds Poll in the first Person, and not in the Third.

lies) make null, void and of none Effect the said recited Writing or Letter of Attorney, and all Powers and Authorities therein and thereby, or in and by any other Deed or Writing made, granted or given, and all other Things therein, or in any or either of them contained, and doth hereby make void and disclaim all Acts, Matters and Proceedings which shall or may be acted, done or performed by Virtue or Means thereof in any Manner of wife: **And further know ye**, That the said *A.* hath made, named and ordained, &c. (*The new Letter of Attorney follows here. Vide Tit. Letters of Attorney.*)

A Deed Poll from Trustees, whereby they consent that a Grantor may revoke his Settlement according to a Power therein contained for that Purpose.

TO all Persons to whom these Presents shall come, *A.* of, &c. *B.* of, &c. and *K. J.* (now Wife of *M. J.* of, &c.) send Greeting. **Whereas** by Indenture Tripartite of Release, bearing Date, &c. and made or mentioned to be made between the said *M. L.* of the first Part, the said *A.* and *B.* of the second Part, and the said *K. J.* (by her then Name of *K. S.* of, &c. Widow,) of the third Part, the said *M. J.* (in Consideration of a Marriage then intended, and which has been since had and solemnized between him and the said *K.* his now Wife, and for divers other Considerations therein mentioned) Did grant, alien, infeof, release and confirm unto the said *A.* and *B.* and their Heirs, (in their actual Possession then being by Virtue of a Lease ^(a) for six Months therein mentioned,) **All** that, &c. (*Mention all the Parcels exactly with the general Words, Reversion and Estate, &c. to the Habendum.*) **To hold** the said Premises unto them the said *A.* and *B.* and their Heirs, to the several Uses, Intents and Purposes, and under and subject to the several Powers, Provisoes and Agreements therein particularly mentioned and expressed, touching and concerning the same; *In which* said Indenture Tripartite there is contained a Proviso or Condition to the Effect following, viz. That it should and might be lawful to and for the said *M. J.* at any Time or Times, during his natural Life, by and with the Consent of the said *K. S.* (now the Wife of the said *M. J.*) and of the said *A. B.* or the Survivor of them, &c. [*The other Part of the Proviso exactly,*] any Thing in the said Indenture Tripartite contained to the contrary hereof in any wise notwithstanding, as in and by the said in Part recited Indenture Tripartite, Relation, &c. **Now know ye**, That the said *A.* and *B.* and the said *K.* (now the Wife of the said *M. J.*) by Virtue of the said Power, and by this their present Writing under their Hands and Seals, executed in the Presence of three credible Witnesses, whose Names are hereon indorsed, **Do**, and each and every of them **Doth** hereby freely consent ^{Consent,} and agree, that it shall and may be lawful to and for the said *M. J.* at any Time or Times hereafter, during the Term of his natural Life, by any Writing or Writings under his the said *M. J.*'s Hand and Seal, and by him sealed and delivered in the Presence of three or more credible Witnesses, *To revoke*, alter, change, frustrate or make void all or any the Use or Uses, Estate or Estates, before in the said recited Indenture Tripartite of Release limited, mentioned, expressed or appointed, and from and after such Revocation, Alteration, Change, Frustrating or making void of all or any the Use or Uses, Estate or Estates, in the said hereby in Part recited Indenture Tripartite of Release, limited and expressed, the said (*Trustees*) their Heirs and Assigns, shall from thenceforth stand and be seised of the said Premises, or of such Part or Parts thereof as shall be so revoked, to such other Use and Uses, and for such other Estate or Estates, as he the said *M. J.* should by any Writing or Writings under his Hand and Seal, to be by him signed, sealed and delivered in the Presence of three or more credible Witnesses, direct, limit or appoint the said Premises or any Part thereof. **In Witness, &c.**

Revocation of the above recited Settlement, pursuant to the Power therein, and the Consent by the above Deed Poll.

TO all Persons to whom these Presents shall come, *M. J.* of, &c. sendeth Greeting. ^{The Revoca-}
^(b) **Whereas** by Indenture Tripartite of Release, bearing Date, &c. (*Recite as in the last mentioned Deed Poll is mentioned.*) **And whereas** the said *A.* and *B.* and *K.* (the now Wife of the said *M. J.*) according to the Power reserved unto them in the said recited Indenture Tripartite of Release, &c. (*Recital of the Deed Poll,*) as in and by the said Deed Poll, Relation being thereunto had, more at large may appear. **Now**

^(a) Lease for a Year, or a Lease for six Months, have the same Operation.

^(b) The Revocation may be made by the same, or a separate Deed from the former, whereby the old Uses were recited to be created, only saying *Now know ye*, and leaving out the Recital thereof.

Now know ye, and these Presents witness, that the said *M. J.* (according to the said Power, Liberty and Authority to him given, limited and reserved as aforesaid, and by Virtue of all and every other Power or Powers and Authority whatsoever, enabling him thereunto, and by Virtue of such Consent as aforesaid) **Doth** by this his present Writing under his Hand and Seal, and by him signed, sealed and delivered in the Presence of *C. D.* and *E.* (three credible Witnesses, whose Names are hereon indorsed) revoke, alter, change, frustrate and make void **All** and every the Use and Uses, Estate and Estates touching and concerning all and every the Messuages, Lands, Tenements, Hereditaments and Premises in or by the said in Part recited Indenture *Tripartite* of Release limited, mentioned, expressed or appointed to any Person or Persons whatsoever. **In Witness, &c.**

Sir R. R.'s Revocation of a Settlement and Limitation of new Uses, &c.

New Uses.
To the Use
of his Will.

To his Wife
for Life *sans*
Waste, with
Power of let-
ting Leases.
To the Use
of her Will.

Remainder to
the Husband
in Fee.

I D all to whom these Presents shall come, Sir *R. R.* of, &c. sendeth Greeting. **Whereas** the said Sir *R. R.* in Performance of an Agreement made before Marriage with Dame *M.* his Wife, by Indenture dated, &c. (*Recitals of Uses created by former Deeds*) **Now know ye**, that the said Sir *R. R.* by this present Deed indented in Writing, attested by the three credible Persons whose Names are hereon indorsed as Witnesses hereunto, by Virtue of the said recited Power and all other Powers, enabling him in this Behalf, **Doth** fully, clearly and absolutely revoke, determine and make void *The Use* limited to the said *R. B.* (*and revokes all the Uses in the same Order and Date as created*) **To the Use** of such Person and Persons, and for such Estate and Estates, and for raising such Sum and Sums of Money, as the said Sir *R. R.* shall by any Deed or Writing or by his last Will and Testament in Writing, attested by two or more credible Witnesses, direct or appoint, and for want of such Direction or Appointment, and subject thereunto, **To the Use** of the said Dame *M. R.* and her Assigns, for and during the Term of her natural Life, without Impeachment of Waste, and with full and free Liberty to commit Waste at her Will and Pleasure, and to lease the said Premises for any Term of Years not exceeding 21 Years, at Rack-Rent; and from and after the Decease of the said Dame *M. R.* **To the Use** of such of the Sons of the said Sir *R. R.* on the Body of the said Dame *M. R.* begotten, and for such Estate and Estates, and chargeable with such annual Sum and Sums in Grofs, as the said Dame *M. R.* by any Deed or Deeds in Writing, or last Will and Testament in Writing, attested by two or more credible Witnesses, shall direct or appoint, and for want of such Direction or Appointment, and subject thereunto, **To the Use** of the Right Heirs of the said Sir *R. R.* for ever. **In Witness** whereof the said Sir *R. R.* hath to these Presents set his Hand and Seal the 11th Day of — (*This Deed was inserted as a Precedent to introduce the Declaration of new Uses after the Recital of the former ones*).

A Security from a Baron and Feme, by Indorsement, for a further Sum lent, whereby they revoke a former Power, &c. and by present Deed limit the mortgaged Premises to the Mortgagee for securing — and Interest.

Recital of the
further Secu-
rity.

I D all People to whom these Presents shall come, the within named *R. H.* and *S.* his Wife, and *T. D.* and also *J. D.* all of, &c. send Greeting. **Whereas** the principal Sum of 1000 *l.* by the said *T. D.* advanced and lent on Security of the within mortgaged Premises, doth still remain wholly due, owing and unpaid, and upon an Account this Day stated by and between the said *R. H.* and the said *T. D.* there doth appear to be due, and in Arrear unto the said *T. D.* the Sum of 75 *l.* of, &c. for Interest Money of and for the said Sum of 1000 *l.* over and above what hath been paid unto him, which said Sum of 75 *l.* the said *R. H.* and *S.* his Wife have agreed and do hereby agree, shall become principal Money, and that the within mortgaged Premises shall become charged therewith: **And where- as** the said *T. D.* hath now advanced and lent unto the said *R. H.* and *S.* his Wife, the further Sum of 225 *l.* of, &c. which with the aforementioned Sum of 75 *l.* amounts together to the Sum of 300 *l.* for securing the Payment of which said Sum of 300 *l.* with lawful Interest for the same, the said *R. H.* by his Bond or Obligation, bearing even Date with these Presents, is become and stands bound unto the said *T. D.* in the penal Sum of 600 *l.* of, &c. with Condition to pay the Sum of 315 *l.* of like Money in Manner following, (that is to say) the Sum of 7 *l.* 10 *s.* Part thereof on, &c. next ensuing the Date of these Presents, and the Sum of 307 *l.* 10 *s.* Residue thereof, and in full Payment of the said Sum of 315 *l.* on, &c. **And** the said *R. H.* and *S.* his Wife have also agreed, that the within mortgaged Premises shall become a Security not only for the Payment of the above men- tioned

tioned principal Sum of 1000*l.* and the Interest thereof, but also of the said Sum of 300*l.* and the Interest for the same: **Now know all Men** by these Presents, that the said *R. H.* and *S.* his Wife, (in Consideration of the Premises, and for the Ends, Intents and Purposes herein after mentioned) **Have**, and each of them **Doth** (by Virtue, in Pursuance and in Execution of the Power and Authority to them in this Behalf reserved, given and derived in and by the within written Indenture, and also of all and every Power and Powers, Authority and Authorities to them, or either of them, reserved, derived, accruing or belonging by any other Way or Ways or Means whatsoever or howsoever) altered, changed, revoked, determined and made void, and by this present Deed or Writing by them the said *R. H.* and *S.* his Wife, signed, sealed, executed and delivered in the Presence of a Competent Number of Witnesses, in this Behalf **Do**, (by Virtue, in Pursuance and Execution of the Power and Powers, and the Authority or Authorities aforementioned) and each of them **Doth** fully and absolutely alter, change, revoke, determine and make void all and every the Use and Uses, Estate and Estates, Limitation and Limitations in or by the within written Indenture made, created, limited, appointed, declared or expressed of, for, touching or concerning the Messuages or Tenements, Lands, Grounds, Hereditaments and Premises within mentioned, and every of them, and every Part and Parcel thereof, (other than, *&c.*) **And** for and in Consideration that the said *T. D.* hath acquitted and discharged the said *R. H.* and *S.* his Wife, of and from all Interest due and owing upon or by Virtue of the within written Indenture of Mortgage to the Day of the Date of these Presents, and also for and in Consideration of the said Sum of 225*l.* by the said *T. D.* now advanced and lent unto the said *R. H.* and *S.* his Wife as aforementioned, the Receipt whereof the said *R. H.* and *S.* his Wife do hereby acknowledge, and thereof do acquit and discharge the said *T. D.* his Executors, Administrators and Assigns, by these Presents, and for the further and better securing the Repayment thereof, and of the aforesaid Sum of 75*l.* with lawful Interest for the same respectively, unto the said *T. D.* his Executors, Administrators or Assigns, and for and in Consideration of the Sum of 5*s.* of, *&c.* to the said *R. H.* and *S.* his Wife, in Hand, at or before the Sealing and Delivery of these Presents, by the above named *J. D.* well and truly paid, the Receipt whereof the said *R. H.* and *S.* his Wife, do hereby acknowledge accordingly; and to the End, Intent and Purpose that all and every the Messuages, *&c.* be settled and assured, and be, remain and continue to and for the several Uses, Intents and Purposes, and under and subject to the several Provisoes and Agreements herein after limited and expressed, they the said *R. H.* and *S.* his Wife, by Virtue, in Pursuance and further Execution of the Power and Authority to them in this Behalf reserved, given and derived in and by the said within written Indenture, and of all other Power and Powers, and Authority and Authorities as aforementioned, **Have**, and each of them **Doth** limited, declared and appointed, and by this present Deed or Writing by them the said *R. H.* and *S.* his Wife, signed, sealed, executed and delivered in Manner aforementioned, **Do**, and each of them **Doth**, by Virtue, in Pursuance and further Execution of the Power and Powers, and Authority and Authorities aforementioned, limit, declare and appoint, that all and every the said Messuages, *&c.* within mentioned, with their and every of their Appurtenances, and every Part and Parcel thereof, shall be, remain and continue, and that the within recited Indentures of Lease and Release, and the Fine thereupon levied as within mentioned, shall (subject as aforesaid) be and enure, and be adjudged, deemed, construed and taken to be and enure upon the Trust, and to and for the several Uses, Ends, Intents and Purposes, and under and subject to the several Provisoes, Conditions and Agreements herein after mentioned, declared, limited and expressed, (that is to say) **To the Use** and Behoof of the above named *J. D.* his Executors, Administrators and Assigns, for and during and unto the full End and Term of 1500 Years, to commence and be reckoned and computed from the Day of the Date of these Presents, without Impeachment of or for any Manner of Waste; **In Trust** nevertheless for and to and for the only proper Use and Behoof of the said *T. D.* his Executors, Administrators and Assigns; but subject nevertheless also to the Proviso or Condition after mentioned and contained for the sooner Determination of the same Term and Estate as herein after is mentioned; and from and immediately after the End and Expiration or other Determination of the said several Terms and Estates respectively, and subject to the same and to each and every of them, **To the Use** and Behoof of the said *R. H.* and *S.* his Wife, and the Survivor of them, *&c.* **To the Use** and Behoof of the right Heirs of the said *R. H.* for ever, and to and for none other Use, Intent or Purpose whatsoever: **Provided** always, and these Presents are upon this Condition nevertheless, that if the said *R. H.* and *S.* his Wife, or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, do and shall well

The Revocation.

Exception.

New Limitation.

A new Term created as a collateral Security.

Uses to Husband and Wife for Life, Remainder to the Children. Remainder to the Husband in Fee. Proviso of Redemption.

Covenant to
assign upon
Payment.

Covenant
for Payment.

Power of Re-
vocation.

Power to de-
clare new
Uses.

New Ap-
pointment.

and truly pay, or cause to be paid, unto the said T. D. his Executors, Administrators or Assigns, the Sum of 1365*l.* of, &c. in Manner following, viz. &c. (*Times of Payment*) without making any Deduction, Defalcation or Abatement, out of the same Payments or either of them, for or in Respect of any Taxes, Charges, Assessments or Impositions, either Parliamentary or otherwise; **Then** the said T. D. his Executors, Administrators or Assigns, shall and will, at any Time after such Payment made as aforesaid, at the Request and Charge of the said R. H. and S. his Wife, their Heirs or Assigns, cause or procure the aforesaid W. R. his Executors, Administrators or Assigns, to surrender or otherwise assign and set over the said Term and Estate for 500 Years, and the within mortgaged Premises, and all his and their Estate, Term and Interest therein, either unto the said R. H. and S. his Wife, their Heirs or Assigns, or unto such other Person or Persons as the said R. H. and S. his Wife, their Heirs or Assigns, shall nominate or appoint, free from all Incumbrances made, done or committed by the said W. R. his Executors, Administrators or Assigns, or any of them; and then also, after such Payment made as aforesaid, he the said T. D. his Executors, Administrators or Assigns, shall and will, at the like Request and Charge of the said R. H. and S. his Wife, their Heirs or Assigns, surrender or otherwise assign and set over the said Term, &c. (*other Terms assigned as before*). **And** the said R. H. doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said T. D. his Executors, Administrators and Assigns, that the said R. H. his Heirs, Executors Administrators or Assigns, or some of them, shall and will, well and truly pay or cause to be paid unto the said T. D. his Executors, Administrators or Assigns, the said Sum of 1365*l.* of, &c. on the Days and Times, and in Manner and Form aforementioned; **And** it is hereby provided and agreed, by and between the said Parties to these Presents, and it is the true Intent and Meaning of these Presents, and of all the said Parties hereto, that it shall and may be lawful to and for the said R. H. and S. his Wife, and the said R. H. and S. his Wife do hereby reserve unto themselves full Power and Authority at any Time hereafter, during their joint Lives, by any Deed or Writing, Deeds or Writings to be by them signed, sealed, and delivered in the Presence of three or more credible Witnesses, to alter, change, revoke, determine and make void all or any the Use or Uses, Estate, or Estates above hereby limited, expressed or appointed, touching or concerning the said Messuages or Tenements, Lands, Grounds and Premises within mentioned, or any Part or Parcel thereof, (the several Terms and Estates of 500 Years, &c. abovementioned, always and only excepted) and by the same or any other Deed or Writing, Deeds or Writings to be by them signed, sealed and duly executed in the Presence of three or more credible Witnesses, to limit, declare or appoint any other Use or Uses of the same Premises, and every or any Part or Parcel thereof; but always subject to the three several Terms aforementioned. **In Witness, &c.**

Revocation by Husband and Wife, by Indorsement on the Deed which created the Uses of a Fine and Recovery.

Know all Persons by these Presents, that we, the within named G. V. and M. my Wife, for divers good Causes and valuable Considerations, us thereunto specially moving, by Virtue of the within written Agreement or Power of Revocation to us reserved, and by Virtue and Force thereof, and of all and every other Power and Powers, Authority and Authorities whatsoever, which to us or either of us now belong or appertain, and enabling us in this Behalf, and as fully as we may or can, **Have** revoked, annulled and made void, and by this our present Deed or Instrument in Writing, signed, sealed and executed by us in the Presence of, and attested by, &c. (three credible Witnesses, whose Names are hereunder written as Witnesses to the Signing, Sealing and Executing hereof) **Do** hereby absolutely revoke, annul and make void all and every the Uses, Trusts, Estates, Limitations, Powers and Agreements in and by the within written Indenture mentioned, limited, appointed, declared and expressed, of and concerning the within mentioned third Part, &c. and we the said G. V. and M. my Wife, in further Execution of the said within written Agreement or Power, to us reserved, and by Virtue thereof and of all and every other Power and Powers, Authority and Authorities whatsoever, enabling us or either of us thereunto, and as fully as we may or can, (by this our present Deed or Instrument in Writing, signed, sealed, executed and testified in Manner as aforesaid) **Do** hereby appoint, limit and declare, that as well the within mentioned Fine or Fines levied of the said third Part of the said Manor, &c. as also all and every other Fine and Fines, Recoveries, Conveyances and Assurances in the Law whatsoever, already or hereafter to be had, made, levied,

levied, suffered or executed of the same Premisses, shall be and enure, and that the within named J. P. and his Heirs, shall from henceforth stand and be seised of the said third Part of the said Manor, &c. and all and singular other the Premisses comprised in the said Fine, to the Use of him, his Heirs and Assigns for ever. In Witness, &c.

Separations.

Deeds of Separation on various Occasions.

A Deed of Separation between Husband and his Wife, whereby the Wife (after having lived for sometime at her own Expence) hath an Allowance from her Husband, and is to enjoy all her own future Acquisitions, &c.

THIS Indenture made the, &c. Between A. B. of, &c. and S. his Wife, of the one Part, and T. W. and W. H. of, &c. of the other Part. **Whereas** divers Disputes and unhappy Differences have (for the Space of some Years last past) arose between the said A. B. (the Husband) and the said S. B. (the Wife) inasmuch that the said S. hath, by and with the Directions, Consent and Approbation of the said A. B. lived as sole and separate from the said A. B. and at her own Expence, without charging with or ingaging her said Husband in any Debt or Debts whatsoever for her Maintenance or subsistence: **And whereas** A. B. for the further Incouragement or Continuance of the said S. his Wife her sole and separate Living, is content, willing and desirous that the said S. his Wife, shall not only have, keep and enjoy all and every the Estate, Goods, Chattels, Bills, Bonds, Rights, Credits, Plate, Rings, Jewels, Household Stuff, and other valuable Commodities whatsoever, which she, or any other Person or Persons *In Trust* for her, now hath or have, or hereafter shall have or be possessed of, but also all other Estates, Rights, Credits, Monies, Goods, Claims and Demands whatsoever, which she the said S. by her own Industry, shall obtain or acquire, or which by any Gift, Devise or Bequest, she the said S. or the said A. B. his Executors or Administrators in Right of her, may, might or can hereafter claim, challenge or demand, to the only sole and separate Use of the said S. and her Assigns: **Now this Indenture witnesseth**, that as well for the Consideration above mentioned, as for and in Consideration of the Sum of 100*l.* of good and lawful Money of *England* to the said A. B. by the said T. W. in Hand well and truly paid, the Receipt whereof he the said A. B. doth hereby acknowledge, and thereof and of every Part thereof doth acquit and discharge the said T. W. his Executors, Administrators and Assigns by these Presents, and of 5*s.* in Hand likewise paid by the said W. H. to the said A. B. they the said A. B. and S. his Wife, **have** granted, bargained, sold, assigned and set over, unto the said T. W. and W. H. **All** the Estate, Goods, Chattels, (*ut supra quousque*) claim, challenge or demand whatsoever; **To have and to hold** all and singular the Premisses abovementioned, with their and every of their Appurtenances, unto the said T. W. and W. H. (the Trustees) their Heirs and Assigns for ever, without any lawful Let, Suit, Trouble, Hindrance, Molestation, Eviction or Interruption whatsoever of him the said A. B. his Executors, Administrators or Assigns, or any other Person or Persons by him or them deputed or lawfully claiming by, from, or under him, them, or any of them; **In Trust nevertheless** to the sole and separate Use of the said S. and at her only sole and separate Disposal. **And** the said A. B. doth hereby for himself, his Executors, Administrators and Assigns, covenant, promise and grant to and with the said T. W. and W. H. their Executors and Administrators, that it shall and may be lawful to and for the said T. W. and W. H. and the Survivor of them, or the Executors or Administrators of such Survivor, at all or at any Time or Times hereafter, to take, have and receive all and every the hereby granted, bargained and assigned Premisses, and that it shall and may be lawful to and for the said T. W. and W. H. their Executors and Administrators, and the Survivor, from Time to Time, and at all Times hereafter, to pay and deliver to the said S. or her Assigns, all such Estate, Monies, Goods and Chattels, and other the hereby granted and assigned Premisses, and the Benefit, Advantage and Proceed thereof, to her sole and separate Use, freed and discharged of and from any Disturbance, Claim or Demand, of and from the said A. B. his Executors, Administrators and Assigns, or any Person or Persons claiming or to claim by, from or under him, them, or any of them. **And further** the said

(1.)

Recitals.
Separation,
that the Wife
hath for some
Time lived at
her own Ex-
pence.
Allowance.

The Wife to
enjoy all her
own future
Acquisitions.

The Grant.
The Premisses
or Particulars.
Habendum
to Trustees.

Covenants.

Without the
Husband's Di-
sturbance.

faid *A. B.* doth hereby, &c. covenant, promise and grant, to and with, &c. (*as above*) that the said *A. B.* his Executors and Administrators, shall and will, from Time to Time, and at all Times hereafter, well and sufficiently save, defend and keep harmless and indemnified, all the Estate, Monies, Goods and Chattels, and all and singular other the Premises hereby granted, bargained and assigned, or meant or mentioned, or intended to be hereby granted, bargained and assigned, and all other the Estate, Goods and Chattels, Rights and Credits, which she the said *S.* by her own industry, shall hereafter obtain or acquire, or which by any Gift or Devise she the said *S.* or he the said *A. B.* his Executors, Administrators or Assigns, in Right of her, may, might, or can hereafter claim, challenge or demand, of and from all and all Manner of Action and Actions, Suits, Arrests, Attachments, Outlawries, Judgments, Statutes and Recognisances, by or against him the said *A. B.* had, suffered, recovered, sued forth or obtained, or hereafter to be had, suffered, recovered, or sued forth or obtained against him the said *A. B.* by any Debt or Default of the said *A. B.* or his Act, Means, Default, Consent or Procurement: **And further** the said *A. B.* doth covenant, promise, &c. (*as above*) that it shall and may be lawful to and for the said *S.* by her last Will and Testament, or any other Deed or Writing by her duly executed, to give away and dispose of all or any such Estate, Monies, Goods and Chattels hereby assigned, or meant, mentioned, or intended to be hereby assigned, and that such Will, Testament, or other Deed, shall be good and available in Law, the Consent of the said *A. B.* being hereby declared thereto; **And further**, that the said *T. W.* and *W. H.* and the Survivor of them, in the Name of the said *A. B.* shall and may lawfully ask, demand, sue for, recover and receive of any Person or Persons whatsoever, all and singular such Estate, Goods, Monies, Chattels, and all the hereby granted and assigned Premises, to and for the only proper Use and Behoof of the said *S.* and her Assigns, and in the Name of the said *A. B.* to give Receipts, Releases and Discharges for any such Estate, Goods, Chattels, Monies, or other the Premises, and on the Recovering, Receiving or Obtaining the same, or otherwise, as to them the said *T. W.* and *W. H.* or the Survivor of them, shall seem meet, to give Receipts and Acquittances, or other Discharges for the same: **And further**, the said *A. B.* doth by these Presents ratify all and whatsoever the said *T. W.* and *W. H.* or the Survivor of them, shall lawfully do or cause to be done, in and about the Execution of all and singular the Premises. **And lastly**, the said *A. B.* and *S.* his Wife, for themselves, their Executors and Administrators, do hereby covenant, promise and agree to and with the said *T. W.* and *W. H.* their several Executors, Administrators and Assigns, that out of such Sum and Sums of Money, or other Estate, as shall come to the Hands of the said Trustees, or either of them, it shall be lawful to deduct, reimburse and satisfy, unto them the said *T. W.* and *W. H.* or either of them, or the Survivor of them, what they shall expend or lay out in and about the Execution of the Trust hereby in them reposed, and shall also deduct and receive all such Sum and Sums of Money, as the said *A. B.* shall hereafter be chargeable with by Reason of any Nonsuit or Verdict against the said *A. B.* in any Suit to be commenced by Virtue of these Presents, that the said Trustees may pay and discharge. **In Witness, &c.**

A Deed of Separation, whereby the Wife, in Consideration that the Husband restores her Marriage Portion to her Trustees, covenants to join in levying a Fine to the Use of the Husband in Fee, to bar her Dower and Thirds, and to protect his Estate against her future Contracts and Alimony.

(2.) **THIS Indenture Tripartite**, made the — Day of — Between *R. S.* of, &c. of the first Part, *S.* the Wife of the said *R. S.* (late *S. C.* Spinster) of the second Part, and *M. C.* of, &c. and *W. C.* of, &c. (Brothers of the said *S. S.*) of the third Part. **Whereas** some unhappy Differences having arose between the said *R. S.* and *S.* his Wife, they in Regard thereof, have mutually consented and agreed to live separate and apart from each other, and previous to such Separation, and in Consideration thereof, he the said *R. S.* hath agreed to repay the Sum of 70*l.* by him received, and to deliver all such Household Goods, Furniture and Linen by him had and received, as and for the Marriage Portion of her the said *S.* unto the said *M.* and *W. C.* **In Trust** nevertheless for the sole and separate Use, Benefit and Dispose of the said *S. S.* as after mentioned; and he the said *R. S.* hath also further agreed, that as well all Estates, Monies, Goods and Chattels, of what Nature or Kind soever, as shall descend or be given to her the said *S. S.* by any of her Relations and Friends, as also all Monies whatsoever to be by her got in any Trade, Employment or Business, shall from henceforth go and be to and for her future Support and Maintenance, and that all the said Premises shall be for the sole separate Use, Benefit

The Husband's Indemnification.

Ratification.

Trustees to be reimbursed their Charges.

Differences. Separation agreed on.

The Husband to refund the Wife's Marriage Portion.

All future Bequests, &c. to be for the Wife's separate Use.

Benefit and Dispose of her the said S. S. (notwithstanding her present Coverture) exclusive of him the said R. S. in such Manner as herein after is mentioned; in Consideration whereof she the said S. S. hath agreed to join with him the said R. S. in levying a Fine *sur Conusans*, &c. whereby to bar and extinguish all her Right and Title of Dower and Thirds, of, in, and to the Messuages, Lands and Hereditaments of the said R. S. herein after mentioned; And they the said M. and W. C. for and on Behalf of the said S. S. have agreed to indemnify the said R. S. of and from Payment of all Maintenance Monies to be by her the said S. S. demanded or recovered against the said R. S. as also of and from all Contracts, Debts and Engagements whatsoever, to be by her the said S. S. in any wise contracted, and which he the said R. S. shall actually pay, together with Charges touching the same, in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that in Part of Performance of the said recited Agreement, he the said R. S. for himself, his Heirs, Executors and Administrators, and for every of them, doth hereby covenant, promise, grant and agree to and with the said M. C. and W. C. their Executors, &c. in Manner as follows, *viz.* That it shall and may be lawful to and for the said S. his Wife, and that he the said R. S. shall and will, from henceforth, permit and suffer her, from Time to Time, and at all Times, during her present Coverture, to live separate and apart from him the said R. S. and to go, reside, and be at or in such Place and Places, Family and Families, and with such Relations and Friends, as she the said S. shall from Time to Time, at her Will and Pleasure, notwithstanding her present Coverture, and as if she were a Feme Sole, think fit; and that he the said R. S. shall not, at any Time or Times hereafter, sue her the said S. in the Ecclesiastical Court, or any other Court for her living so separate and apart from him, or compel her to cohabit with him, nor sue, molest, disturb or trouble any Person or Persons whatsoever, for the Relieving, Harboursing or Entertaining her, nor shall or will, at any Time hereafter, during the said Coverture, or at her Death, claim or demand any of her Monies, Plate, Rings, Clothes, Goods, Chattels, and other her Effects and Personal Estate, of what Nature or Kind soever, which she the said S. at any Time hereafter shall get, acquire, or be possessed of, or which shall be devised or given to her, during her Life, by any of her Relations or Friends, and that she shall and may peaceably and quietly hold, possess, receive and enjoy the same to and for her sole and separate Use, Benefit and Dispose (notwithstanding her present Coverture, or as if she were a Feme Sole) without any Let, Suit, Trouble, Interruption or Disturbance whatsoever, of or by him the said R. S. his Heirs, Executors and Administrators, or of or by any other Person or Persons whomsoever, lawfully claiming or to claim, by, from or under him: **And this Indenture further witnesseth**, that to the End and Intent the said S. S. may from henceforth be enabled to support and maintain herself, during her Life, he the said R. S. (in full Performance of his Part of the said recited Agreement, and in Consideration of such Separation as aforesaid, and of his being indemnified by them the said M. C. and W. C. of and concerning the same, in such Manner as herein after is mentioned and expressed, and at the Request, and by and with the Consent, Direction and Appointment of the said S. S. testified by her Executing hereof) **Doth**, immediately before the Executing of these Presents, paid and delivered to them the said M. C. and W. C. or one of them, as well the Sum of 70*l.* of, &c. as also all the Household Goods, Furniture and Linen belonging to her the said S. which were by him the said S. S. received, had and delivered to him, as and for her Portion or Fortune, upon her Marriage as aforesaid, the Payment, Receipt and Delivery of which said 70*l.* Household Goods, Furniture and Linen so by him the said R. S. now paid and delivered as aforesaid, is by them the said M. C. and W. C. and S. S. hereby respectively acknowledged, and for other good Causes and valuable Considerations him moving, he the said R. S. **Doth**, and by these Presents **Doth** freely, clearly and absolutely bargain, sell, assign, transfer and set over unto them the said M. C. and W. C. as well the said 70*l.* As also the said Household Goods, Furniture and Linen, and every Part and Parcel thereof, (the Marriage Portion of her the said S. S. as aforesaid) and all the Right, Interest, Property, Claim and Demand whatsoever or howsoever of him the said R. S. of, in, to and out of the said hereby assigned Monies, Goods and Premises, and every Part and Parcel thereof; **To have, hold**, receive, take and enjoy all and every the said hereby assigned Monies, Household Goods, Linen and Premises, and every Part and Parcel thereof, unto the said M. C. and W. C. their Executors, &c. from henceforth, as and for their own proper Goods and Chattels for ever; **In Trust** nevertheless, and to and for the sole, separate and peculiar Use, Benefit and Dispose of her the said S. S. in such Manner as she at any Time (notwithstanding her present Coverture) shall think fit, without being accountable to any Person or Persons whatsoever for the same: **And this Indenture further witnesseth**,

The Wife in Consideration thereof, joins in a Fine to bar her Dower and Thirds.

The Husband indemnified from the Wife's future Maintenance and Contracts.

The Wife to reside where she pleases, without the Husband's Interruption.

The Husband renounces all Claims on the Wife's Death.

The Husband assigns the Wife's Fortune to Trustees.

Habendum.

In Trust for the Wife's separate Use.

Trustees co-
venant that
the Wife shall
join in levying
a Fine,

to the Use of
the Husband
in Fee.

Trustees co-
venant to in-
demnify the
Husband a-
gainst the
Wife's future
Debts, Con-
tracts and Ali-
mony.

Witnesseth, that they the said *M. C.* and *W. C.* (in Pursuance of their Part of the said re-
cited Agreement, for and on the Behalf of the said *S. S.* to be done and performed) and
in Consideration of such Separation, and of the Assignment so made by him the said *R. S.*
to them, of the said Monies, Goods and Premises herein before provided, for the sole
and separate Use and Benefit of her the said *S. S.* in Manner as aforesaid, **Do** hereby for
themselves severally and respectively, and for their several and respective Executors and
Administrators, covenant, promise and agree to and with the said *R. S.* his Executors,
&c. by these Presents, in Manner as follows; (that is to say) That she the said *S. S.* for
extinguishing all her Right and Title of Dower, in and to the Real Estate of the said
R. S. shall and will, before the End of *Michaelmas* Term next ensuing the Day of
the Date hereof, or as of some other subsequent Term, join with him the said *R. S.* in the
acknowledging and levying, before his Majesty's Justices of the Court of Common Pleas
at *Westminster*, one or more Fine or Fines *sur Conusans*, &c. with Proclamations to be
thereupon had and made according to the usual Course of Fines, for Assurance of Lands
and Hereditaments, in such Cases there used and accustomed, **Of all that**, &c. by such
Name or Names and Descriptions to ascertain and comprise the same, as shall be advised
and thought proper in that Behalf, *Which* said Fine or Fines, and all and every other Fines
and Conveyances and Assurances in the Law whatsoever, already or hereafter to be had,
made, levied and executed of the same Premises, shall be and enure, and shall be ad-
judged, construed, deemed and taken to be and enure, to the only Use and Behoof of the
said *R. S.* his Heirs and Assigns for ever; **And further**, that they the said *M. C.*
and *W. C.* or one of them, their or one of their Heirs, Executors or Administrators, shall
and will, from Time to Time, and at all Times hereafter, well and sufficiently save, de-
fend, keep harmless and indemnified, as well the said *R. S.* his Heirs, Executors and Ad-
ministrators, as also his, their, and every of their Lands, Tenements, Goods and Chattels,
of, from and against Payment of all Manner of Debts whatsoever, and of what Nature or
Kind soever, which she the said *S. S.* from henceforth, from Time to Time, and at all
all Times hereafter during the said Separation, shall contract or make with any Person or
Persons whomsoever, and also of and from Payment of all Alimony or Maintenance what-
soever which she the said *S. S.* at any Times hereafter may have, claim, challenge or de-
mand from the said *R. S.* or his Estates Real or Personal, during the Continuance of such
Separation; and likewise of and from all Costs, Charges, Expences and Damages whatso-
ever, which he the said *R. S.* his Heirs, Executors or Administrators, shall or may at any
Time hereafter pay, sustain or be put unto by the said *S. S.* contracting any such Debt or
Debts, or Demand of any such Alimony or Maintenance as aforesaid, or for, by Reason or
in Respect of any other Cause, Matter or Thing whatsoever, which may be born, paid or
sustained by him the said *R. S.* touching or concerning her the said *S. S.* so living separate
and apart from him the said *R. S.* during the Time aforesaid. **In Witness**, &c.

*Deed of Separation, whereby the Wife is to have the Use of a House and Fur-
niture, &c. during her Life, on paying Ground Rent, and if she survives, the
sole Property, and also two Annuities payable to the Husband; and the Hus-
band reserves to himself 100 l. per Ann. out of the Wife's Jointure by a
former Husband.*

(3.)
Separation a-
greed on.

Covenants.
Husband not
to cohabit
with his Wife.

The Wife to
have the Use
of her House,
Furniture,
Plate and
Jewels, &c.

THIS Indenture, &c. **Between** *T. J.* of, &c. Gent. of the one Part, and *A. B.*
of, &c. and *B.* the Wife of the said *T. J.* of the other Part. **Whereas** the said
T. J. and *B.* his Wife, for divers great Causes and weighty Considerations them thereunto
moving, have mutually condescended and agreed, and do by these Presents mutually con-
descend and agree from henceforth, for and during their respective natural Lives, to live
separate and apart on the Conditions and Terms following: **Now this Indenture wit-
nesseth**, and the said *T. J.* for himself, his Heirs, Executors and Administrators, in Pur-
suance of such Agreement, doth covenant, promise and agree, to and with the said *A. B.*
his Executors, Administrators and Assigns, in Manner following, that is to say, That he
the said *T. J.* shall and will from henceforth, for and during his natural Life, live separate
and apart from his said Wife *B.* and shall not, nor hereafter cohabit, abide or dwell
with her as his Wife, nor use or frequent her Company or Conversation at any Time or
Times hereafter, otherwise than as he may and might lawfully do with a Stranger; **And
further**, that it shall and may be lawful to and for the said *B.* or her Assigns, for and du-
ring her natural Life and the Separation aforesaid, to dwell and inhabit in the House in
Bartlett's Buildings, wherein she now dwells, and have the Use and Occupation of the
Goods,

Goods, Chattels, Plate, Jewels and Household-Stuff therein now standing and being, in the Schedule to these Presents annexed, without any Molestation or Disturbance of or by the said T. J. his Heirs or Assigns, or any Person or Persons lawfully claiming or to claim by, from or under him, them, or any of them; she the said B. from Time to Time paying and discharging the Ground Rent of the said House, and keeping the same in good and substantial Repair; **And further**, that it shall and may be lawful to and for the said B. **And** the said B. is hereby authorised and empowered from Time to Time, and at all Times during her natural Life, and the Separation aforesaid, to receive to her own particular Use one Annuity of — payable by — to the said T. J. and one other Annuity of — *per Ann.* payable by, &c. to the said T. J. **And further**, that she the said B. in Case she happen to survive him the said T. J. and the said Separation continue to the Decease of the said T. J. shall and may immediately after the Decease of the said T. J. possess and enjoy, to the Use of herself, her Executors and Administrators, the whole Estate, Term and Interest of him the said T. J. of, in and to the said House in *Bartlet's Buildings*, and also the said Jewels, Plate, Household-Stuff, Goods and Chattels, and every of them, and shall also for and during the Term of her natural Life have, take, receive and enjoy all the Rents, Issues and Profits of one other House of the said T. J. situate in — now in the Tenure or Occupation of — **And further**, that he the said T. J. shall and will yearly and every Year during the natural Life of the said B. in Case the said Separation continues, pay unto her the said B. for her further separate Maintenance, all the Rents, Issues and Profits of her Jointure, by her former Husband R. B. situate in — when and so often as he shall and conveniently may receive the same, saving and only excepted out of the said yearly Rents, Issues and Profits of that Estate, 100 *l. per Ann.* deducting Taxes, which is agreed to be retained by him the said T. J. to his own Use, out of the Rents and Profits of that Estate. **And** the said A. B. (*the Trustee*) in Pursuance of the Agreement aforesaid, **Doth** covenant, promise and agree, for himself, his Executors and Administrators, and also for the said B. to and with the said T. J. that she the said B. shall and will from henceforth, for and during the Term of her natural Life, live separate and apart from her said Husband T. J. and shall not, nor will hereafter cohabit, abide or dwell with him the said T. J. as her Husband, nor use or frequent his Company or Conversation at any Time or Times hereafter, otherways than as she may lawfully do with a Stranger; **And further**, that in Case the said T. J. shall happen to survive the said B. that then the said Plate, Jewels, Household-Stuff, Goods and Chattels, and every Part thereof, shall immediately after the Decease of the said B. be put into the actual Possession of the said T. J. together with the said Dwelling-house in *Bartlet's Buildings* aforesaid, whole, safe and undamaged, and in as good Plight, Condition and Value, as the same now are, (reasonable Wear and Usage in the mean Time only excepted). **And further**, that he, &c. (*Vide Trustee's Covenant to indemnify the Husband, in the last foregoing Deed*). **And lastly**, it is hereby agreed by and between all the Parties to these Presents, that in Case the said G. B. Son-in-Law of the said B. shall, at any Time during the Continuance of the Separation aforesaid, recover any Part of the Jointure-Lands above mentioned, that then the said B. shall abate so much yearly out of her Part of the Profits of the said Estate as shall be so recovered by the said G. B. so as the 100 *l. per Ann.* above mentioned to be retained by the said T. J. shall not be thereby lessened, but he shall receive the full yearly Sum of 100 *l.* as is above set forth. **In Witness, &c.**

The Wife to pay the Ground Rent, and to repair.

The Wife to receive two Annuities, payable to the Husband.

The Wife (after the Husband's Decease) to have the House and Furniture, &c. and to receive the Rent of one other House during her Life.

The Husband to pay the Wife her Jointure by a former Husband, (except 100 *l. per Ann.*)

That the Wife will live separate.

The Husband (if he survives) to have the House, Furniture, &c.

If Part of the Jointure-Lands are recovered by Law from the Wife, the Husband not to suffer thereby.

*A Deed of Separation, whereby the Husband demises certain Messuages, Lands, &c. to Trustees for 99 Years, for securing the Payment of 65 *l.* to the Wife during the Separation; the Husband to receive the Rents until Default in Payment, &c.*

THIS Indenture, &c. Between H. D. of the first Part, R. B. and J. R. of the second Part, and W. B. of the third Part. **Whereas** the said H. D. and A. his Wife, Sister of the said W. B. have mutually agreed to live separately and apart; **And** the said H. D. (*the Husband*) hath agreed to pay and allow unto his said Wife the yearly Sum of 65 *l.* of, &c. free from all Deduction for Taxes Parliamentary or other, or any other Abatement whatsoever, for her Support and Maintenance, by two equal Half-yearly Payments, during so long Time as they shall live separate and apart: **Now this Indenture witnesseth**, that he the said H. D. doth hereby covenant and agree, to and with the said R. B. and J. R. (*the Trustees*) their Executors and Administrators, that he the said H. D. shall and will permit the said A. his Wife to live separate and apart from him, and shall not, nor

(4.)

Separation agreed on.

Yearly Allowance.

Covenant that the Husband shall not disturb the Wife, or the

Persons with whom she may reside.

The yearly Allowance to be paid the Wife, or her Order, Half-yearly.

Order for Payment of 45 l. Part of said 65 l. yearly Allowance.

The Husband demises to Trustees for securing the Payment of said 65 l. per Ann.

Habendum.

Reddendum one Pepper-Corn.

The Husband to receive the Rents until Default in Payment.

The Trustees to enter on Non-payment, and receive the Rents.

Demise to be void on the Wife's Decease, or on their future Cohabitation.

The Wife's Brother covenants to indemnify the Husband from the Wife's Debts and Contracts.

nor will sue or compel her to cohabit with him, nor sue or disturb any Person or Persons that shall receive her into their Habitations; and that he will yearly, during the joint Lives of himself and his said Wife, pay unto her, or unto such Person or Persons as she shall from Time to Time nominate and appoint, the yearly Sum of 65 l. for her Support and Maintenance, by two equal Half-yearly Payments, free from all Manner of Deduction for Taxes Parliamentary, or others, or any other Abatement whatsoever: **And whereas** by Indenture, &c. (*Recital of an Indenture, whereby the said W. B. was to pay to the said H. D. 45 l. per Ann. by Half-yearly Payments*): **Now** the said H. D. (*the Husband*) doth hereby direct and appoint the said W. B. his Heirs and Assigns, to pay the said yearly Sum of 45 l. to the said A. Wife of the said H. D. during their joint Lives, and during so long Time as the said H. D. and A. his Wife shall live separate and apart, in Part of the said 65 l. hereby covenanted and agreed to be paid to her for her Support and Maintenance: **And** the said H. D. doth hereby covenant and agree to and with the said W. B. his Heirs and Assigns, that what he or they shall pay unto the said A. or by her Direction, pursuant to the Direction aforesaid, shall be allowed by him the said H. D. as if paid to himself. **And this Indenture further witnesseth**, that for the further and better securing the Payment of the said 65 l. per Ann. to the said A. and in Consideration of the Sum of 5 s. of, &c. to the said H. D. in Hand paid by the said R. B. and J. R. (*the Trustees*) at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said H. D. **hath** demised, granted, bargained and sold, and by these Presents **Doth** demise, grant, bargain and sell unto the said R. B. and J. R. all that, &c. (*The Parcels*), and the Reversion and Reversions, &c. **To have and to hold** the said Messuage, or Tenement, Field Closes, and all and singular the Premises hereby demised, granted, bargained and sold, with their and every of their Appurtenances, unto the said R. B. and J. R. their Executors, Administrators and Assigns, for and during the full End and Term of 99 Years, from hence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, if the said H. D. shall so long live; **Yielding and paying** therefore unto the said H. D. and his Assigns, the yearly Rent of one Pepper-Corn only, at, &c. in every Year, if the same shall be lawfully demanded: **Provided** always, and the Demise hereby made is upon the Trust, that they the said R. B. and J. R. their Executors, Administrators and Assigns, shall and do permit and suffer the said H. D. and his Assigns, to receive the Rents and Profits of the said demised Premises until Default shall be made in Payment of the said yearly Sum of 65 l. in Manner aforesaid, to the said A. during the joint Lives of herself and the said H. D. her Husband; but if Default shall be made in the Payment of the said yearly Sum of 65 l. in Manner aforesaid, then upon Trust that the said R. B. and J. R. their Executors, Administrators and Assigns, shall enter upon the said demised Premises, and receive the Rents, Issues and Profits thereof, and apply the same, after a Deduction of their own Costs and Charges in the Execution of the said Trust, towards the Satisfying and Discharging the said yearly Sum of 65 l. to the said A. or to such Person or Persons as she shall appoint the same to be paid, and to pay the Residue and Overplus (if any) of the said Rents and Profits to the said H. D. or his Assigns: **Provided**, and the said Demise is upon this Condition, that if the said A. shall die in the Life-time of the said H. D. her Husband, and all Arrears of the said yearly Sum of 65 l. shall have been fully satisfied and paid; or if the said H. D. and A. his Wife shall jointly think fit to cohabit together again, then and in either of the said Cases the said Demise shall determine and be utterly void: **And** the said W. B. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said H. D. his Executors and Administrators, by these Presents, that he the said W. B. his Heirs, Executors or Administrators, shall and will save and keep harmless and indemnified the said H. D. his Heirs, Executors and Administrators, Lands, Tenements, Goods and Chattels, of, from and against all and all Manner of Debts that the said A. shall contract, or make the said H. D. her Husband subject and liable to pay, during such Time as she the said A. shall live separate and apart from her said Husband, and the said H. D. shall duly pay her the said yearly Sum of 65 l. in Manner aforesaid: **Provided** that what the said W. B. his Heirs, Executors or Administrators, shall pay for or towards such Indemnifications, shall be repaid unto him or them out of the said yearly Sum of 65 l. and out of the Security and Securities hereby given for the same; any Thing herein before contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

A Deed of Separation, whereby the Wife consents to sell certain Lands then in Mortgage, and out of the Monies arising thereby to pay off the Mortgage; a certain Sum to be paid to the Wife, the Remainder to the Husband, and mutually covenant to join in granting Leases.

THIS Indenture made, &c. **Between** S. G. of, &c. and S. his Wife, of the one Part, and A. and B. of the other Part. **Whereas** the said S. G. and S. his Wife, have mutually agreed to live separate and apart, and the said S. G. hath agreed, that the said S. his Wife shall have the Rents and Profits to arise and be made of and from the Lands, Tenements and Hereditaments herein after mentioned, and intended to be hereby demised, (subject nevertheless to such Taxes and Outgoings as are or may, from Time to Time, be charged on or payable, by Reason of such Lands, Tenements and Hereditaments) for her Support and Maintenance, during so long Time as they shall live separate and apart; and the said S. hath consented, that the several Lands, Tenements and Hereditaments in — now in Mortgage to — for the Sum of — Principal Money, (the Inheritance whereof is in the said S.) shall be sold, and that upon executing Conveyances to compleat such Sale (which is intended to be at the Time of the Execution of these Presents) by and out of the Monies arising by such Sale, the said Principal Sum of — and the Interest due and to grow due for the same, shall be paid, and also the Sum of — to the said S. for her own separate Use; and that the Residue of the Monies to arise by such Sale, over and above the said Principal Sum of — and Interest, and the said Sum of — shall be paid to the said S. G. to and for his own Use and Benefit: **Now this Indenture witnesseth**, that in Pursuance and Performance of the said recited Agreement of the said S. G. in Consideration of the Sum of 5 s. of, &c. to him in Hand paid by the said A. and B. (the Trustees) at or before the Executing of these Presents, the Receipt whereof is by him hereby acknowledged, he the said S. G. (at the Request of the said S. his Wife, testified by her Signing and Sealing of these Presents) hath demised, granted, bargained and sold, and by these Presents doth demise, &c. unto the said A. and B. their Executors, Administrators and Assigns, **All** those, &c. (The Parcels) **To have and to hold** the said Lands and Premises herein before mentioned, and intended to be hereby demised, with their and every of their Appurtenances, unto the said A. and B. their Executors, Administrators and Assigns from henceforth, for and during, and unto the full End and Term of 99 Years, if he the said S. G. shall so long live; **yielding and paying** therefore yearly the Rent of one Pepper-corn upon — in every Year, if the same shall be lawfully demanded; nevertheless upon the several Trusts following, *viz.* **Upon Trust** that they the said A. and B. &c. (Vide Covenant for Trustees to be reimbursed in the first Deed of Separation) and subject thereunto — I. then shall and may pay the Residue of the Rents, Issues and Profits of the said Lands and Premises hereby demised (over and above such Costs, Expences and Damages as aforesaid) unto such Person and Persons, and to and for such Uses, Intents and Purposes only, as she the said S. (notwithstanding her Coverture) shall, by any Writing or Writings to be signed by her with her own proper Hand Writing, from Time to Time direct or appoint, the said Rents, Issues and Profits of the said Lands and Premises, (over and above such Costs, Charges, Expences and Damages as aforesaid) herein intended and hereby agreed and declared to be for the full and whole Support, Maintenance and Subsistence of, and for buying and providing Cloathes, and other Necessaries for the said S. during so long Time as she and her said Husband shall live separate and apart, and not to be liable to his Order, Direction, Intermeddling, Control or Incumbrance: **Provided** that if she the said S. shall think fit to receive by or with her own Hands, the Rents, Issues and Profits of the said Lands and Premises hereby demised, or any Part or Parts thereof, her Receipt or Receipts in Writing under her Hand, shall from Time to Time be a sufficient Discharge or sufficient Discharges for the same Rents, Issues and Profits, or so much thereof as she shall so receive, unto the Tenant or Tenants, Trustee or Trustees paying the same, notwithstanding her Coverture. **And** the said S. G. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said A. and B. their Executors, Administrators and Assigns, by these Presents, in Manner following, *viz.* That from Time to Time, and at all Times hereafter, during the Continuance of the Demise hereby made, the Lands and Premises herein before mentioned and intended to be hereby demised, shall and may be quietly held and enjoyed, and the Rents, Issues and Profits thereof, received and taken according to the Trusts aforesaid, and pursuant to such Directions and Appointments, as shall be thereof respectively made, as aforesaid, by the said S. notwithstanding her Coverture, with-

(5.)

The Wife's Consent to sell certain Lands in Mortgage, and out of the Monies arising by Sale, a certain Sum to be paid to the Wife, and the Remainder to the Husband.

Consideration.

Demise.

Habendum to the two Trustees for 99 Years, if the Husband so long live. At a Pepper-corn Rent.

Remainder payable to the Wife's Order.

Her Receipts to be good to the Tenants and Trustees.

Husband covenants, *viz.* for quiet Enjoyment.

To join in
making new
Leases.

To join in any
Suit, &c.

The Husband
not to be sued
for Alimony,
or otherwise.

Recital of a
Covenant for
Renewal of a
Lease.

That the Wife
and her Tru-
tees shall

out the Let, Suit, Interruption or Disturbance of or by the said S. G. his Executors, Administrators or Assigns, or of or by any other Person or Persons lawfully claiming or to claim, by, from or under him, them, or any of them, other than and except, &c. (*Exception as to Tenants Leases*); **And also** that he the said S. G. shall and will, at the Request, Costs and Charges of the said S. his Wife, or A. and B. or of the Survivor of them, his Executors, Administrators or Assigns, at any Time or Times hereafter, join with the said S. his Wife, and the said Trustees, or any of them, in making any future Lease or Leases of the said Lands and Premises, or any Part or Parts thereof, for any Term or Terms of Years not exceeding 21 Years, so as the respective Rents to be reserved by such Leases respectively, be as great yearly Rents as can reasonably be had or obtained for such of the Premises as shall be comprised in such new Leases respectively, and so as in such new Leases respectively there be contained usual Covenants on the Lessee's Part to be performed, and usual Powers of Distress, and Entry for Non-payment of the Rents to be reserved by such Leases respectively, and that the Rents to be reserved by such new Leases respectively, shall be upon the same Trusts as are herein before mentioned touching the said Rents reserved by the said Leases made as aforesaid; **And further**, that he the said S. G. shall and will, at the like Request, Costs and Charges, at any Time or Times hereafter, join with the said S. his Wife and the said Trustees, or any of them, in suing forth or defending any Suit or Suits to be commenced, touching the Premises hereby demised, or the Rents and Profits thereof; **And moreover**, that he the said S. G. shall and will, &c. (*Vide Covenant that the Husband shall not disturb the Wife, &c. in the fourth Deed of Separation*): **Provided always**, and the Demise hereby made, and these Presents are upon this Condition, that if the said S. or any Person or Persons on her Behalf, shall at any Time hereafter commence or prosecute any Suit or Suits in any Court or Courts whatsoever, to enforce the said S. G. to cohabit with the said S. his Wife, or to compel him to pay or allow unto her for Alimony or Maintenance, whilst they shall be separate and apart, any Sum or Sums of Money, or if any Sum or Sums of Money shall be recovered against him the said S. G. for any Debt or Debts already contracted, or to be contracted by the said S. or for or in Respect of any Contract, Bargain, Quarrel, Trespass, or any other Thing had, made, committed or done, or hereafter (during the Time that the said S. G. and S. his Wife shall live separate and apart) to be had, made, committed or done by the said S. or if any Child shall be born of her Body, during such living separate and apart, or if during such living separate and apart, the said S. Wife of the said S. G. shall at the Request, Costs and Charges of the said S. G. at any Time or Times hereafter, refuse to join with him in Granting and Executing any Lease or Leases to be made at full extended yearly Rents, and with usual and reasonable Covenants and Powers, of any Lands, Tenements and Hereditaments in — wherein she the said S. hath any Estate of Inheritance, or other Estate for any Term or Terms of Years, not exceeding 21 Years, or shall refuse to join in such Leases, as herein after is mentioned to be granted to the said N. H. his Executors, Administrators or Assigns, or if the said S. shall happen to die in the Life-time of the said S. G. or if he and the said S. his Wife, shall jointly think fit to cohabit together again; then or in any or either of the same Cases respectively happening, these Presents and the Demise hereby made, and every Covenant, Matter and Thing herein contained, shall cease, determine, and be void and of no Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding: **And whereas** in the said Indenture of Lease made by the said S. G. and S. his Wife, to the said N. H. for the Term of 21 Years therein mentioned, under the said yearly Rent of 55*l.* the said S. G. hath covenanted with the said N. H. that if he the said N. H. his Executors or Assigns, shall be minded and resolved, at any Time before the Expiration of the said Term of 21 Years thereby granted, to take another Lease of the Premises thereby demised, for a further and new Term of Years, and thereof shall give Notice in Writing to the said S. G. and S. his Wife, their Heirs or Assigns; that then he the said S. G. and S. his Wife, shall and will, within one Year next after such Notice, make and execute another Lease of the said Premises thereby demised, to or for the Use of the said N. H. his Executors, Administrators and Assigns, at and under the like yearly Rent and Covenants, as are therein reserved and comprised for a new and further Term of 21 Years, to commence from the Expiration of the said Term thereby granted; he and they at the same Time duly sealing and executing, to or for the said S. G. and S. his Wife, their Heirs and Assigns, a true Counterpart of such new Lease, and well and truly paying, within one Month after the Expiration of the Term thereby granted, the Sum of 100*l.* for a Fine or Income for granting the said new Lease: **Now this Indenture further witnesseth**, and it is hereby agreed and declared by and between all the said Parties to these

these Presents, for themselves respectively, that in case such new Lease, as aforesaid, shall be required by the said N. H. his Executors, Administrators or Assigns, then and in such Case they the said S. (Wife of the said S. G.) and the said A. and B. or the Survivor of them, his Executors, Administrators or Assigns, shall and will, at the Request of the said S. G. join with him in making and granting such new Lease, as aforesaid, to the said N. G. his Executors, Administrators and Assigns, and also shall and will, permit and suffer the said S. G. his Executors or Administrators, to reserve and take the said Sum of — to be paid for a Fine or Income for granting such new Lease as aforesaid, to and for the only Use and Benefit of him the said S. G. his Executors and Administrators. **In Witness, &c.**

A Deed of Separation between Husband and Wife during their mutual Consent, whereby the Husband covenants, in Case they should thereafter cohabit together, and afterwards agree to live separate again, to execute another Deed of Separation under the like Covenants as the present.

THIS Indenture, &c. Between M. T. of, &c. and M. his Wife of the one Part, (6.)
 and J. W. of, &c. (Father of the said M. the Wife of the said M. T.) of the other Part. **Whereas** some unhappy Differences (as in the preceding Deeds in general): **And whereas** previous to such future Separation, he the said M. T. hath agreed from henceforth to pay unto the said M. his Wife, for her sole and separate Support and Maintenance, Apparel and other Expences during the Continuance of such Separation; and until such Time as they shall mutually agree to live and cohabit together again as Man and Wife, one Annuity or yearly Sum of 140 l. payable as herein after mentioned; **And** he the said J. W. in Consideration of such Annuity to be paid to his said Daughter during such her Separation, hath agreed to save harmless and indemnified the said M. T. and his real and personal Estate of and from all Debts that she the said M. his Wife shall contract, during such Separation, and of and from all Maintenance, Monies, Claims and Demands whatsoever, which she may have or claim out of her said Husband's Estate during their joint-Lives, and of and from all Costs, Charges and Damages touching the same, as after mentioned: **Now this Indenture witnesseth**, that in Pursuance and Part of Performance of the said recited Agreements, he the said M. T. (the Husband) for himself, &c. (Vide Covenant that the Husband shall not disturb the Wife, or the Persons with whom she may reside, in 4th Deed of Separation): **And this Indenture further witnesseth**, that the said M. T. in further Pursuance and full Performance of his Part of the aforesaid Agreement, and to the End to make, &c. (The Husband covenants to pay the said Annuity of 140 l. to the Wife, clear of Deductions quarterly, as in several of the foregoing Deeds of Separation) which Annuity, or yearly Sum of 140 l. is hereby intended, declared and agreed to be for the sole, peculiar and separate Use, Support and Maintenance, and for Apparel and Necessaries of her the said M. during the Continuance of the said Separation, in such Manner as she shall think fit, and which is hereby accepted by her the said M. in full Satisfaction of all Dowers and Thirds, testified by her being a Party to and Signing and Sealing these Presents; **And further**, that in Case they the said M. T. and M. his Wife, shall at any Time hereafter mutually agree and think fit to live and cohabit together again as Man and Wife, and that at any Time or Times thereafter they shall again mutually agree to live separate and apart from each other, That then, and in every such Case so happening, he the said M. T. (at his own Charge) shall and will execute and deliver unto the said J. W. (the Wife's Father) his Executors or Administrators, another new Deed of Separation, with and under the like Covenants and Agreements for the Benefit and Advantage of the said M. his Wife, and for Payment to her of an Annuity or yearly Sum of 140 l. during such future Separation, and in such Manner as is herein before expressed (he the said M. T. being indemnified in like Manner as is herein after mentioned): **And this Indenture further witnesseth**, that the said J. W. (the Wife's Father) in Pursuance and Performance of his Part of the said recited Agreement, and in Consideration of the natural Love and Affection which he hath and beareth to the said M. T. his Daughter, and also in Consideration of the Covenants herein before contained on the Part of the said M. T. to be paid and performed, Doth for himself, his Heirs, Executors and Administrators, and for every of them, Covenant, &c. (A Covenant from the Wife's Father to indemnify the Husband, as in the latter End of the 4th Deed of Separation): **Proviso** that if the Husband be obliged to pay the Wife's Debts, he may deduct it out of her Annuity. Vide Tit. **Provisoes**, p. 345. **In Witness, &c.**

join with the Husband in granting and renewing said Lease.

Separation agreed on.

The Wife's Annuity.

The Wife's Father's Indemnity to the Husband.

The Husband not to disturb the Wife.

The Wife accepts of the Annuity in full for Dower.

The Husband covenants that if he and his Wife should hereafter cohabit together, and afterwards agree to live separate again, that he will execute a new Deed of Separation.

Covenant to indemnify the Husband against all Debts, &c.

A Deed

A Deed of Separation, reciting a Bond and Marriage Articles, whereby the Husband covenanted to give the Wife 50l. per Ann. for Pin-Money; that she might make a Will, and thereby bequeath 2000l. as she should think fit, and the Husband obliged to pay it, if he survived; and the Husband should by Will leave the Wife 5000l. clear of all Deductions; for the Performance whereof the Husband should give Security. Recital of a Decree in Chancery obtained by the Wife against the Husband for Non-performance of the Agreement; and another Provision made in Lieu of the former, and Security given by the Husband for Performance thereof.

(7.)

THIS Indenture Tripartite, Between H. P. of, &c. Gent. of the first Part, E. P. Wife of the said H. P. of the second Part, and S. B. of, &c. of the third Part,

A Bond re-
cited.
Condition.

Whereas the said H. P. before his Marriage, in and by his Bond or Writing obligatory, bearing Date, &c. did become bound unto C. C. then of, &c. and the said S. B. by the Name of, &c. in 1000l. conditioned, that, **Whereas** a Marriage between the said H. P. and E. then called E. A. Widow, Daughter of the said C. C. was then intended by God's Grace shortly to be had and solemnized, and in Consideration of the said Marriage, and of the personal Estate whereof the said E. was then possessed, interested in and intitled unto, it was then agreed between them, that after the said Marriage should be had and solemnized during the joint Lives of them the said H. and E. she the said E. should have and receive out of the said Estate yearly and every Year, one Annuity or yearly Sum of 50l. to be paid into her own proper Hands free and clear of and from all Manner of Taxes, Deductions and Reprizes to and for her own separate Use and Disposol as Pin-Money, and to be by her laid out and disposed at her own separate Will and Pleasure, and without any Consent or Intermeddling of the said H. or against his Will or Consent, and without any Account to be demanded by, or made or given to the said H. of or concerning the same or any Part thereof; **And** also that the said E. after the said Marriage had, should, or lawfully might make her last Will and Testament in Writing, separate and apart from the said H. and that freely and without Solicitation or Interruption of or by the said H. and appoint one or more Executor or Executors thereof, and thereby or by any other Writing so made and signed by her in the Presence of two or more credible Witnesses, separate and apart from the said H. and without the Consent or Intermeddling of him, freely to give and dispose of the Sum of 2000l. of, &c. unto such Person or Persons, and to and for such Uses, Intents and Purposes, and in such Manner and Form, as the said E. separate and apart from the said H. should think fit, or will and appoint the same; **And** that the said H. in Case he should survive the said E. should and would well and truly allow and pay the same accordingly; **And in Case** the said H. should after the said Marriage happen to die in the Life-time of the said E. and the said E. should him survive, that then the said H. should and would in and by his last Will and Testament, or by some other Settlement or Means either before or at the Time of his Death, well and truly give, secure and leave unto the said E. to and for her own Use, the full Sum of 5000l. of, &c. free, clear and discharged, of and from all Debts, Legacies, Charges and Reprizes whatsoever, and that the said E. should and might from and after such the Decease of the said H. have and enjoy the same accordingly; and also that the said H. P. should and would from Time to Time, upon every reasonable Request, after the said then intended Marriage should be had and solemnized, make and execute all and every such Assignment or Settlement of such Parts or Parcels of the personal Estate aforesaid, for the better Securing of the respective Monies aforesaid, according to the Agreements aforesaid, as by the said C. C. and S. B. or either of them, their or either of their Counsel learned in the Law, should be advised, devised or required, in Case the said then intended Marriage should be had and solemnized; then if during the joint Lives of the said H. and E. the said H. should yearly and every Year well and truly pay unto the said C. C. and S. B. or to the Survivor of them, or to the Executors or Administrators of the Survivor of them, one Annuity or yearly Sum of 50l. of, &c. by half-yearly Payments, (that is to say) at, &c. by equal Proportions, **In Trust** to and for the sole and separate Use and Disposol of the said E. and to be by them paid into the proper Hands of the said E. to and for her own separate Use and Disposol, and to be by her laid out and disposed of at her own separate Will and Pleasure, and without any Consent or Intermeddling of the said H. or against his Will or Consent, and without any Account to be demanded by, or made or given to the said H. of or concerning the same, or any Part thereof; **And also** if the said E. after the said intended Marriage should be had and solemnized,

Agreements
previous to
the Marriage.
50l. per Ann.
Pin-Money.

The Wife to
make a Will
and thereby
dispose of
2000l. as she
should think
fit.

The Husband
to pay it if he
survived.

The Husband
by his Will
to leave the
Wife 5000l.

Security to be
given by the
Husband for
Payment.

nized, should or might make her last Will, &c. (as before); And also that in Case the said H. should happen to die in the Life-time, &c. as before, should leave her 5000 l. And also if the Heirs, Executors or Administrators of the said H. P. should, within six Months next after such his Death, well and truly pay unto the said E. the said Sum of 5000 l. according to the true Intent and Meaning of the said Bond or Writing Obligatory, and Agreement aforesaid; And also if the said H. P. should, upon every reasonable Request, do, make, acknowledge and execute all and every such Assignment, &c. (as before) then the said Bond or Writing Obligatory, should be void, as by the said Bond or Writing Obligatory or Condition, Relation being thereunto had, more fully may appear: **And whereas** the said C. C. afterwards departed this Life, and the said S. B. did him survive, and after that the said E. by the said S. B. her next Friend, did prefer a Bill and obtained a Decree in his Majesty's High Court of Chancery against the said H. P. for an Execution and Performance of the said Marriage Agreement herein before set forth: **Now this Indenture witnesseth**, that for putting an End to all Suits and Differences between the said Parties to this Indenture, and in order to prevent future Differences, and for settling a present separate Provision for a separate Maintenance for the said E. and for reducing the aforesaid Annuity or yearly Sum of 50 l. per Annum Pin-Money, and the aforesaid contingent Sums of 2000 l. or 5000 l. payable upon the Contingencies aforesaid, into a present certain Sum to and for the sole and separate Use and Disposal of the said E. in Lieu and Place thereof; **It is** concluded and agreed by and between the said Parties to this Indenture by these Presents, that for and in Lieu of the aforesaid Annuity or yearly Sum of 50 l. Pin-Money, and of the aforesaid Contingent Sums of 2000 l. or 5000 l. in the said Marriage Agreements expressed or mentioned to be for the separate Maintenance of the said E. the said H. P. shall and will on the said — next ensuing the Date hereof, or in Case the Stock left by Captain V. C. deceased, late Brother of the said E. in the Company of the Merchants trading to the *East Indies*, commonly called *East India* Stock, shall be sold and transferred before that Time, then upon the Sale and Transfer of the said Stock, shall and will well and truly pay unto the said S. B. his Executors or Administrators, the full Sums of 3000 l. and 500 l. of, &c. to and for the sole and separate Use and Disposal of the said E. separate and apart from the said H. P. and so as he may no wife intermeddle therein, or have any Benefit thereby, and to the End and Intent that the said E. shall and may, separate and apart from the said H. P. her Husband, and without any Consent of the said H. P. or against or contrary to his Will, from Time to Time, and at all Times in her Life-time, or by her last Will and Testament, which is agreed she shall have Power to make, give, lend, apply and dispose of the said Sum of 3000 l. and 500 l. and of all the Interest and Proceed that shall be made thereof, **And also** of such personal Estate as was left unto her by the said C. C. her late Father, to such Person or Persons, and to and for such Intents and Purposes, and in such Manner, as she the said E. separate and apart from her Husband shall please or think fit, as fully, freely and effectually to all Intents and Purposes as if the said E. were a Feme Sole; **And** the said S. B. his Heirs, Executors, Administrators or Assigns, shall not be subject or liable to make, give or render unto the said H. P. his Executors or Administrators, any Manner of Account of or concerning the said Sums of 3000 l. and 500 l. or any Interest, Proceed or Profit that may be thereof or thereby made: **And it is** agreed and declared by and between all the said Parties to these Presents, that by and out of the Sums of 3000 l. and 500 l. and the Interest and Proceed or Profit that shall be made thereof, shall be defrayed, born and paid all Manner of Charges and Expences of the separate Maintenance of the said E. P. and all such Debts as she hath contracted or shall or may hereafter contract; **And** that the said H. P. his Heirs, Executors and Administrators, by and out of the said Sum of 3000 l. and 500 l. and the Interest and Proceed thereof, shall be indemnified and kept harmless of and from all Manner of Debts which have been contracted or hereafter shall be contracted by the said E. P. and all the Charges and Expences of her separate Maintenance: **And also** that the said E. P. shall not have, claim or sue for any Dower or Thirds, of or in any Messuages, Lands, Tenements or Hereditaments of the said H. P. her Husband: **And this Indenture further witnesseth**, that in Consideration of the Premises, and for better securing the Payment of the aforesaid Sums of 3000 l. and 500 l. unto the said S. B. according to the Agreement, and to and for the Intents and Purposes aforesaid, and for and in Consideration of 5 s. of, &c. to the said H. P. by the said S. B. before the Ensealing and Delivery hereof, well and truly in Hand paid, the Payment and Receipt whereof is hereby acknowledged, and for Divers other good Causes and Considerations him hereunto moving, he the said H. P. by the Direction and Consent of the said E. P. testified by her being made a Party hereunto, and Signing and Delivery of these Presents, **Doth** bargain, sell, demise, granted and to Farm letten, and by these Presents **Doth** bargain, sell, demise,

The Husband's Executors to pay the 5000 l. within six Months after his Death. Security for Payment.

The Wife obtained a Decree against the Husband.

Considerations.

Another Provision made in Lieu of the former.

The Trustee not accountable to the Husband, &c.

The Interest to be for the Wife's Maintenance.

The Husband indemnified against the Wife's Debts.

The Wife barred of Dower.

Security for Payment of the two Sums;

Demise of Messuages, Farms, &c.

for 1000
Years to the
Wife's Tru-
see,

at a Pepper-
Corn Rent.

Release of
several Lease-
hold Lands,
&c.

Habendum for
three Lives.

Assignment of
Messuages,
Gardens, &c.

Habendum for
the Residue of
a Term of 30
Years.

The Perform-
ance of this
Proviso is to
be a Defea-
sance of this
Deed.

mise, grant and to Farm let, unto the said *S. B.* **All** that Messuage or Tenement and Farm, &c. and the Reversion and Reversions, Remainder and Remainders, &c. and all Rents, Services and Profits thereunto incident or belonging; **To have and to hold** all the said several Messuages, Lands, Tenements and Premises before herein mentioned, or intended to be hereby granted or demised, and every Part and Parcel thereof, with the Appurtenances, unto the said *S. B.* his Executors, Administrators and Assigns, from the making of these Presents, for, during and until the full End and Term of 1000 Years, from henceforth next ensuing fully to be compleat and ended, without Impeachment or being punishable of or for any Manner of Waste; nevertheless under and upon the Proviso and Condition herein after mentioned; **yielding** and paying therefore yearly during the said Term hereby granted, unto the said *H. P.* his Heirs and Assigns, one Pepper-Corn only, at — yearly, if it shall be demanded: **And this Indenture further witnesseth**, that for the Considerations aforesaid, and for and in Consideration of the further Sum of 5 s. of, &c. to the said *H. P.* by the said *S. B.* before the Sealing and Delivery hereof, well and truly in Hand paid, the Payment and Receipt whereof is hereby likewise acknowledged, he the said *H. P.* by and with the Direction and Consent of the said *E. P.* testified as aforesaid, **Doth** granted, bargained, sold, assigned, released and confirmed, and these Presents doth fully, clearly and absolutely, &c. unto the said *S. B.* in his lawful and legal Possession thereof being, &c. and to his Heirs, **All** those several Parcels, &c. and all the Estate, Right, Title, Use, Interest, Term, Possession, Reversion, Claim and Demand whatsoever of him the said *H. P.* of, in and to the said several Indentures of Lease and Premises, and every Part and Parcel thereof; **To have and to hold** the said several Parcels of Land, &c. and every Part and Parcel thereof, with the Appurtenances, unto the said *S. B.* his Heirs and Assigns, for and during the natural Lives of the said *B. B.* *M. B.* and *J. G.* (*the Lives in said Lease*) and for and during the natural Lives of the longest Liver of them; **And to have and to hold** the said House and Land, with the Appurtenances, &c. unto the said *S. B.* his Heirs and Assigns, for and during the natural Lives of the aforesaid *B. B.* *M. B.* and *W. B.* and the Life of the longest Liver of them; nevertheless under and upon the Proviso or Condition herein after mentioned. **And this Indenture further witnesseth**, that for the Consideration aforesaid, and for and in Consideration of the further Sum of 5 s. of lawful Money of Great Britain to the said *H. P.* by the said *S. B.* before the Ensealing and Delivery hereof, well and truly in Hand paid, the Payment and Receipt whereof is hereby likewise acknowledged, he the said *H. P.* by and with the Direction and Consent of the said *E. P.* testified as aforesaid, **Doth** granted, bargained, sold, assigned and set over, and by these Presents **Doth** fully, clearly and absolutely, &c. unto the said *S. B.* **All** that Garden heretofore, &c. **And also** that Messuage or Tenement, &c. and all the Estate, Right, Title, Term of Years, Possession, Reversion, Claim and Demand whatsoever of him the said *H. P.* of, in and to the same; **Which** last mentioned Premises were by Indenture of Lease bearing Date, &c. **To have and to hold** the said Messuage, Gardens and Premises last mentioned, or intended to be hereby granted or assigned, and every Part and Parcel thereof, with the Appurtenances, unto the said *S. B.* his Executors, Administrators and Assigns, from the making of these Presents, for and during all the Rest and Residue of the said Term of 30 Years, in and by the last before mentioned Indenture of Lease granted, as are therein yet to come and unexpired; nevertheless under and upon the Proviso or Condition herein after mentioned, that is to say, **Provided always**, and these Presents are upon this Condition, that if the said *H. P.* his Heirs, Executors or Administrators, shall and do, upon — next ensuing the Date hereof, or in Case the Stock left by Captain *V. C.* deceased, late Brother of the said *E.* in the Company of Merchants trading to the *East-Indies*, commonly called *East-India* Stock, shall be sold and transferred before that Time, then upon the Sale and Transfer of the said Stock, well and truly pay or cause to be paid unto the said *S. B.* his Executors or Administrators, the full Sum of 3000 l. and 500 l. of, &c. and also Interest for the said Sum of 3000 l. and 500 l. to be computed from — last past before the Date hereof, after the Rate of 5 l. per Cent. per Ann. to and for the sole and separate Use and Disposal of the said *E. P.* separate and apart from the said *H. P.* her Husband, and so as he may in no wise intermeddle therein, or have any Benefit thereby, and to the End and Intent, and so as that the said *E.* shall and may, separate and apart from the said *H. P.* her Husband, and without his Consent, or against or contrary to his Will, from Time to Time, and at all Times in her Life-time, or by her last Will and Testament, or any Writing purporting her last Will and Testament, or otherwise, give, lend, lay out, apply and dispose of the said Sum of 3000 l. and 500 l. and of the Interest, Proceed and Profit that shall be made thereof, to such Person or Persons, and to and for such Uses, Intents and Purposes, and in such

such Manner and Form, as she the said *E.* separate and apart from her said Husband, shall please or think fit, as fully, freely and effectually, to all Intents and Purposes, as if the said *E.* were a Feme Sole, according to the true Intent and Meaning of the Agreement aforesaid, without Fraud or Delay; that then and at all Times after this present Indenture, and all and every the several Estates hereby made and granted, and all and every other Matter and Thing herein contained, relating to the said several Estates hereby made and granted, shall cease, determine, and become and be void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *H. P.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *S. B.* his Executors and Administrators, by these Presents, in Manner and Form following, that is to say, That he the said *H. P.* his Heirs, Executors or Administrators, shall and will upon — next ensuing the Date hereof, &c. (as in the Proviso above): **And** also that in Case Default shall be made of or in Payment of the said Sum of 3000 *l.* and 500 *l.* or any Part or Parcel thereof, or of the Interest for the same as aforesaid, or any Part thereof, at the Day or Time before herein limited or appointed for the Payment thereof, that then and at all Times after such Default of Payment, it shall and may be lawful to and for the said *S. B.* his Heirs, Executors, Administrators and Assigns respectively, to enter into and upon the said several Messuages, Lands, Tenements and Premises, with the Appurtenances before herein mentioned, or intended to be hereby respectively granted, assigned and conveyed, and the same to have, hold, use, occupy, possess, enjoy and keep, according to the respective Estates before herein mentioned, or intended to be hereby thereof made, granted, assigned and conveyed, and the Rents, Issues and Profits thereof to receive, have and take, to and for the sole and separate Use, Benefit and Disposal of the said *E. P.* her Heirs, Executors and Assigns, and that without any Let, Trouble, Eviction, Interruption, Suit, Claim or Demand whatsoever, of or by the said *H. P.* his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever; and that free, clear and discharged of and from all Manner of Charges and Incumbrances whatsoever; **And** also that the said *H. P.* his Executors, Administrators or Assigns, and all and every other Person and Persons having or lawfully claiming, &c. (Covenant for further Assurance, vide Tit. Covenants). **Provided** always, &c. (That the Husband shall not be answerable for the Wife's Debts, vide Tit. Proviso, p. 345.) **Provided** also, and it is hereby further concluded, agreed and declared, by and between all the said Parties to this Indenture by these Presents, that the said *S. B.* his Executors, Administrators and Assigns, shall and may dispose, pay and lend such of the Monies aforesaid, as shall be by him received, to such Person or Persons, and upon such Security and Securities, as the said *E. P.* by any Writing under her Hand, separate and apart from her Husband, shall from Time to Time direct or appoint; **And** that the said *S. B.* his Executors, Administrators or Assigns, shall not in any wise be chargeable to answer for any Interest or Profits of any of the Monies that shall be by him received, for so long Time as from Time to Time it shall there remain unlent and undisposed of by the said *E.* **And** also that the said *S. B.* shall, may and will from Time to Time pay, apply and dispose of the said Moneies as shall be by him received, unto the said *E.* or unto such Person or Persons, and to and for such Intents and Purposes, and in such Manner, as she the said *E. P.* separate and apart from her Husband, by Writing under her Hand, shall from Time to Time direct or appoint; and the Acquittance or Acquittances, Order and Orders in Writing, signed by her the said *E.* only, and without her Husband, and separate and apart from her Husband, shall be sufficient Discharges unto the said *S. B.* his Executors, Administrators and Assigns, for such Monies for which the same shall be so given; **And** that the said *S. B.* his Executors, Administrators or Assigns, shall not be subject or liable to make or render unto the said *H. P.* his Executors or Administrators, any Manner of Account for or concerning the said Sums of 3000 *l.* and 500 *l.* or any Part or Parcel thereof, or any Interest, Proceed or Profit that shall be thereof or thereby made; **And** also that, notwithstanding any Thing before in these Presents contained, it shall and may be lawful to and for, &c. (Vide Covenant Trustees to be reimbursed, in first Marriage Settlement). **And** the said *S. B.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *H. P.* his Heirs, Executors and Administrators, by these Presents, that from and after Payment shall be made by the said *H. P.* his Heirs, Executors or Administrators, unto the said *S. B.* his Heirs, Executors or Administrators, of the said Sum of 3000 *l.* and 500 *l.* according to the true Intent and Meaning of these Presents, he the said *S. B.* his Heirs, Executors or Administrators, shall and will at all Times afterwards save, defend and keep harmless the said *H. P.* his Heirs, Executors and Administrators, of and from the aforesaid Annuity or yearly Sum of 50 *l.* per Ann. Pin-Money; and the aforesaid contingent Sums

The Wife to enter and receive the Rents in Case of Non-payment.

Trustee to lend Money by the Wife's Consent.

The Wife's separate Receipts and Orders to be sufficient Discharges to the Trustee.

Covenant to indemnify the Husband from the former Settlement,

and from
Dower or
Thirds.

That the Wife
will join in
any Deed.

The Wife to
enjoy and de-
vise her Share,
without the
Husband's
Hindrance.

Sums of 2000*l.* and 5000*l.* which were to be payable upon the Contingencies aforesaid, by Virtue of the before recited Bond and Marriage Agreement, of and from all Actions, Suits and Demands, of or for the same, and all Manner of Charges and Expences for the same, and all Manner of Charges and Expences of the separate Maintenance of the said *E. P.* and all Debts by her contracted or hereafter to be contracted; **And also** that the said *E. P.* in Case she shall happen to survive the said *H. P.* her Husband, shall not have, claim or sue for any Dower or Thirds of or in any Messuages, Lands, Tenements or Hereditaments, whereof the said *H. P.* hath been, or now is or hereafter shall be seised, but of and from all such Dower and Thirds shall be for ever excluded and debarred by these Presents; **And** also that the said *E. P.* shall and will upon every reasonable Request, in the Life-time of the said *H. P.* her Husband, after Payment by him made of the said 3000*l.* and 500*l.* with Interest as aforesaid, at his Costs and Charges join with him in any Conveyance or Conveyances, Deed or Deeds, Fine or Fines, of any Freehold Messuages, Lands, Tenements or Hereditaments, which he the said *H.* already hath sold or disposed of, or hereafter shall or may sell or dispose of, to free, clear and discharge the same, of and from the Dower or Thirds of her the said *E.* of or in the same: **And** the said *H. P.* doth for himself, his Heirs, Executors and Administrators, further covenant, promise and grant, to and with the said *S. B.* his Heirs, Executors and Administrators, by these Presents, that the said *E. P.* shall or may at all Times hereafter have and enjoy, to and for her own sole and separate Use, all such Monies, Goods and Chattels, as were of the aforesaid *C. C.* deceased, her late Father, and dispose thereof either in her Life-time, or give and bequeath the same by her last Will and Testament, or otherwise do therewith, according to her own Will and Pleasure, without any Let, Suit, Trouble, Interruption, Contradiction or Demand, of or by him the said *H. P.* his Executors or Administrators. **In Witness, &c.**

Settlements.

I. Settlements before Marriage. (a)

*A Settlement before Marriage, whereby certain Manors were conveyed to Trustees, for securing the Wife's Jointure of 800*l.* per Ann. and for other Uses and Trusts therein limited, for a Term of 1000 Years; and another Manor demised to Trustees for 99 Years, for securing 200*l.* per Ann. to the Wife for Pin-Money; with other Covenants, Trusts, &c.*

(1.)
Parties
Names.
Recitals.

THIS Indenture Tripartite, made, &c. Between Sir *J. W.* of, &c. Bart. of the first Part, the most Noble Lady *M.* Duchess Dowager of *D.* and the Right Honourable the Lady *E. C.* Daughter of the said Duchess, by the most Noble *W.* late Duke of *D.* deceased, of the second Part, the most Noble *W.* now Duke of *D.* *J. C.* Esq; commonly called the Right Honourable, &c. Brother of the said *W.* now Duke of *D.* and *E. B.* of, &c. Esq; of the third Part. **Whereas** by Indenture *Quinquapartite*, bearing Date the, &c. and made or mentioned to be made between the said Sir *J. W.* by the Name of Sir *J. W.* of, &c. in the County of, &c. Bart. of the first Part, the Right Honourable *W.* Earl of, &c. *S. W.* of, &c. Widow, Mother of the said Sir *J. W.* Sir *J. K.* of, &c. in the said County of, &c. Bart. and Sir *H. M.* of, &c. in the County aforesaid, Bart. of the second Part, the Right Honourable Sir *J. L.* in the County of, &c. Bart. one of his Majesty's most Honourable Privy Counsel, and *M. L.* one of the Daughters of the said Sir *J. L.* of the third Part, Sir *J. L.* of, &c. in the County of, &c. Bart. and *H. F. T.* of the Parish of, &c. in the County of, &c. Esq; of the fourth Part, and *W. L.* of, &c. in the County of, &c. Esq; *J. L.* Esq; who married the Sister of the said Sir *J. L.* of *L. H. L.* of, &c. in the said County of, &c. Esq; and *G. M.* of, &c. in the said County of, &c. Esq; of the fifth Part, the Manors, Lands, Tenements and Hereditaments, herein after mentioned to be hereby limited to the said Lady *E. C.* for her Jointure, amongst other Things were settled to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos, Powers, Limitations and Agreements, as

(a) See Tit. *Uses*, p. 49, &c.

as are therein mentioned, expressed and declared, of and concerning the same; in which said Indenture *Quinquartite* is contained a Proviso and Power, that it shall and may be lawful to and for the said Sir *J.W.* and also for *D.W.* and *R.W.* Brothers of the said Sir *J.W.* respectively, when they shall respectively come into and be in the actual Possession of the Freehold of the Manors, Messuages, Lands, Tenements, Hereditaments and Premises therein above mentioned to be thereby granted and released, or any of them, or any Part thereof, by Virtue of the Limitation aforesaid, to assign, limit or appoint, unto or to the Use of any Woman or Women which they shall thereafter respectively happen to marry, for the Life or Lives of such Woman or Women respectively, for her or their Jointure or Jointures, all or any Part or Parts of the same Manors and Premises whereof they shall be so in Possession as aforesaid, not exceeding in the Whole the clear yearly Value of 800 *l.* over and above all Charges and Reprizes, (publick Taxes excepted); any Thing therein contained to the contrary thereof in any wise notwithstanding, as by the said, &c. **And whereas** in and by an Act of Parliament passed, &c. intitled, An Act for explaining and amending a Proviso and Power for enabling Sir *J.W.* and his Brothers to make a Wife a Jointure, reciting the said Power reserved to the said Sir *J.W.* by the said Indenture *Quinquartite* it is enacted, that it shall and may be lawful to and for the said Sir *J.W.* at any Time, and to and for the said *D.W.* and *R.W.* respectively, when they shall respectively be in Possession, by Virtue of any the Limitations in the said Indenture *Quinquartite* contained, to assign, limit or appoint, either before or after Marriage, unto or to the Use of any Woman or Women which they either respectively have married, or shall hereafter respectively happen to marry, for the Life or Lives of such Woman or Women respectively, for her or their Jointure or Jointures, all or any Part or Parts of the Manors, &c. comprised in the said Indenture *Quinquartite*, not exceeding in the Whole the clear yearly Value of 800 *l.* over and above all Charges and Reprizes (publick Taxes excepted); subject nevertheless to such Leases as shall have been made, by Virtue of any Power or Powers given or reserved in and by the same Indenture *Quinquartite*; any Thing in, &c. **And whereas** a Marriage is intended, by the Grace of God, to be shortly had and solemnised between the said Sir *J.W.* and the said Lady *E.C.* with the Consent of the said Duchess Dowager of *D.* her Mother, which Consent is testified by the said Duchess Dowager her Sealing and Executing of these Presents: **And whereas** the Marriage Portion of the said Lady *E.C.* is the Sum of 10000 *l.* whereof 5000 *l.* is to be paid to the said Sir *J.W.* upon the Solemnization of the said intended Marriage, and the Remaining 5000 *l.* Residue of the said 10000 *l.* is to be applied and disposed of in such Manner as is herein after expressed; which said 10000 *l.* was given and bequeathed to the said Lady *E.C.* by the Right Honourable *W.* late Earl of *D.* her Grandfather, by his last Will and Testament bearing Date, &c. **Now this Indenture witnesseth,** that for and in Consideration of the said intended Marriage, and of the Love and Affection which he the said Sir *J.W.* hath and beareth to the said Lady *E.* and in Consideration of the Sum of 5000 *l.* of lawful Money, to him the said Sir *J.W.* by the said *W.* Duke of *D.* (Party to these Presents) in Hand paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof the said Sir *J.W.* doth hereby acknowledge, and thereof doth acquit, release and discharge the said *W.* Duke of *D.* (Party to these Presents) his Heirs, Executors and Administrators, by these Presents, and in Consideration of the Sum of, &c. to be paid in such Manner as is herein after mentioned; which said two Sums of, &c. paid and to be paid as aforesaid, are in full of the before mentioned Legacy of, &c. he the said Sir *J.W.* in Pursuance and by Virtue of the recited Power reserved or given to him by the before recited Indenture *Quinquartite*, or any Proviso, Clause, Matter or Thing therein contained, and by Virtue of the said recited Act of Parliament, and of all and every Power and Powers enabling him the said Sir *J.W.* hereunto, or which to him is or are any ways reserved, given or belonging, hath assigned, limited and appointed, and by these Presents **Doth** assign, limit and appoint unto the said Lady *E.C.* All those, &c. with several of the Tenants Names and Rents, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said assigned, limited and appointed Premises, (except as before is excepted); **To have and to hold** the said, &c. and all and singular the assigned, limited and appointed Premises, (except as herein before is mentioned to be excepted) with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, unto the said Lady *E.C.* from and after the Solemnization of the said intended Marriage; and from and after the Death of the said Sir *J.W.* her intended Husband, for and during the Term of her natural Life for her Jointure, in Lieu and Bar of all Dower or Thirds, and Title of Dower or Thirds, which she shall or may have, claim or be intitled unto, of any the Manors, &c. whereof the said Sir *J.W.* shall be seised of any Estate of Inheritance, during the intended Coverture between

Of a Power to
settle a Jointure.

Recital of an
Act of Parliament.

Recital of the
intended Marriage.

The Marriage
Portion.

Consideration.

Habendum to
E.C. for her
Jointure, and
in Bar of
Dower.

Covenant that
he hath Right
to convey ;

for quiet In-
joyment ;

free from In-
cumbrances.

Lease for a
Year, recited.

General
Words to
a Manor.

Uses.

him and the said Lady E. C. **And** the said Sir J. W. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said W. Duke of D. Party to these Presents, and Lord J. C. their Heirs, Executors and Administrators, by these Presents, in Manner and Form following ; that is to say, that he the said Sir J. W. hath in himself good Right, full Power and absolute Title and Authority to assign, limit and appoint the said Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby assigned, limited and appointed, in Manner and Form aforesaid ; **And also** that she the said Lady E. C. and her Assigns, from and after the Solemnization of the said intended Marriage, and from and after the Death of the said Sir J. W. shall and may peaceably and quietly have, hold, possess and enjoy the said Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby assigned, limited and appointed as aforesaid, and receive and take the Rents, Issues and Profits thereof, to and for her and their own Use and Benefit, for and during the Term of her natural Life, without the Let, Suit, Interruption or Disturbance, of or by the Heirs or Assigns of the said Sir J. W. or of or by any other Person or Persons whomsoever, freed and discharged of and from all former and other Assignments, Limitations, Appointments, Gifts, Grants, Bargains, Sales, Mortgages, Estates, Titles, Trusts, Debts, Charges, Demands and Incumbrances whatsoever : **And this Indenture further witnesseth**, that for the Considerations aforesaid, and in Consideration of the Sum of 10 s. of, &c. to the said Sir J. W. in Hand paid by the said W. Duke of D. Party to these Presents, and Lord J. C. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said Sir J. W. doth hereby acknowledge, he the said Sir J. W. hath granted, bargained, sold, released and confirmed, and by these Presents **Doth** grant, bargain, sell, release and confirm unto the said W. Duke of D. Party to these Presents, and Lord J. C. in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made by the said Sir J. W. for one whole Year, for the Consideration of 5 s. of lawful Money of this Realm, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between the said Sir J. W. of the one Part, and the said W. Duke of D. Party to these Presents, and Lord J. C. of the other Part, and sealed and executed before the Sealing and Executing of these Presents, and by Force of the Statute for transferring of Uses into Possession, and to their Heirs, all that, &c. and also all and singular other the Messuages, Cottages, Lands, Tenements, Tithes, free Rents, and other Rents and Hereditaments whatsoever of him the said Sir J. W. or of any Person or Persons in Trust for him, or whereof or wherein he the said Sir J. W. or any Person or Persons in Trust for him, are or is seised of any Estate of Freehold or Inheritance, situate, lying and being, coming, growing, renewing or increasing within the said Manor, (a) &c. or either of them, together with all Houses, Edifices, Buildings, Barns, Stables, Dovehouses, Orchards, Gardens, Pastures, Feedings, Commons, Wastes, Waste-ground, Furze, Woods, Wood-grounds, Under-woods, Waters, Courts Leet, Courts Baron, Views of Frankpledge, Perquisites and Profits of Courts and Leets, Escheats, Reliefs, Heriots, Estrays, Estovers and Common of Estovers, Rights, Jurisdictions, Franchises, Privileges, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever to the said Manors, &c. or either of them, or to any the Messuages, Cottages, Lands, Tenements, Tithes and Free Rents within the same Manors respectively belonging or appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises herein before mentioned and intended to be hereby granted released and confirmed, and of every Part and Parcel thereof ; and also all the Estate, Right, Title, Interest, Trust, Benefit, Claim and Demand whatsoever of him the said Sir J. W. of, in, unto or out of the same Premises, or any Part or Parts thereof ; **To have and to hold** the said Manors or Lordships, Messuages, Cottages, Lands, Tenements, Tithes, Free Rents, Hereditaments, and all and singular the Premises herein before mentioned, and intended to be hereby granted, released, and confirmed, with their and every of their Appurtenances, unto the said W. Duke of D. Party to these Presents, and Lord J. C. and their Heirs, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Proviso's, Powers, Limitations and Agreements, as are herein after limited, declared, mentioned and expressed of and concerning the same ; (that is to say) **To the Use** of the said Sir J. W. and his Heirs, until the Solemnization of the said intended Marriage ; and from and after the Solemnization thereof, then to the Use of the said Sir J. W. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste ; and from and after the Determination of that Estate, then **To the Use** of the said W. Duke of D. Party

(a) Vide Title Parcels, p. 327.

Party to these Presents, and Lord J. C. and their Heirs, during the natural Life of the said Sir J. W. *Upon Trust* to preserve the Contingent Uses and Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require; **But** nevertheless *In Trust* to permit and suffer the said Sir J. W. and his Assigns, during his natural Life, to receive and take the Rents, Issues and Profits, to and for his and their own Use and Benefit, and from and after the Decease of the said Sir J. W. **To the Use** of the said Lord J. C. and E. B. their Executors, Administrators and Assigns, for and during the Term of 1000 Years, from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; **Nevertheless** upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoos and Agreements herein after declared, mentioned and expressed of and concerning the same Term; and from and after the Determination of the said Term of 1000 Years, **To the Use** of the first Son, &c. (Vide Tit. **Limitations of Uses and Trusts**, p. 284.) and for Default of such Issue, **To the Use** of the said Sir J. W. his Heirs and Assigns for ever; and as for, touching and concerning the said Term of 1000 Years herein before limited to the said Lord J. C. and E. B. their Executors, Administrators and Assigns, **It is** hereby declared and agreed, that the same Term is so to them limited as aforesaid, **Upon Trust** for securing the said Lady E. C. and her Assigns, from and after the Death of the said Sir J. W. for and during the Term of her natural Life, the quiet Enjoyment of the said Premises herein before assigned, limited and appointed, or mentioned to be assigned, limited and appointed to her for her Jointure as aforesaid; **And also** upon Trust, that the said Lord J. C. and E. B. or the Survivor of them, or the Executors or Administrators of such Survivor, do and shall, from and after the Death of the said Sir J. W. for and during the natural Life of the said Lady E. C. by and out of the Rents and Profits of the said Premises comprised in the said Term of 1000 Years, pay, satisfy and discharge from Time to Time, as well all such Taxes, Charges and Impositions, as shall be taxed, charged or imposed upon the said Premises assigned, limited and appointed, or mentioned to be assigned, limited and appointed to her for her Jointure as aforesaid, as also all Monies to be laid out, disposed and expended in repairing, supporting and upholding the same Premises, and for collecting and returning the Rents and Profits thereof, so as the said Lady E. C. or her Assigns, may receive and be paid, from and after the Death of the said Sir J. W. for and during the Term of her natural Life, by and out of the said Premises assigned, limited and appointed, or mentioned to be, &c. to her as aforesaid, and by and out of the said Premises comprised in the said Term of 1000 Years, the yearly Sum of 800*l.* of lawful, &c. in Nature of a Rent-Charge (for raising whereof, the same Premises are hereby declared to be in Aid of the said Premises assigned, limited and appointed as aforesaid); the same yearly Sum of 800*l.* to be paid at or in the common dining Hall of, &c. upon the two most usual Feasts, (that is to say) the Feasts, &c. yearly, by two even and equal Portions, free and clear of and from all Taxes, Charges and Impositions whatsoever, to be taxed, charged or imposed by Authority of Parliament, or otherwise howsoever, and without any Manner of Deduction or Defalcation whatsoever; the first Payment thereof to be made upon such of the said Feasts or Days of Payment as shall next happen after the Death of the said Sir J. W. and the said Term of 1000 Years, subject in the first Place to the above mentioned Trusts declared of the same Term, and without any Prejudice to the same, is **Upon this further Trust**, in case the said Sir J. W. shall happen to have Issue of his Body begotten on the said Lady E. C. any younger Child or younger Children, *viz.* any other Child or Children besides an Elder or only Son, be they Son or Sons, Daughter or Daughters, born or to be born at the Time of the Decease of the said Sir J. W. that then the said J. C. and E. B. their Executors, Administrators or Assigns, shall and do, at any Time or Times, after the Decease of the said Sir J. W. or in his Life-time, if he shall think fit and appoint the same, by any Writing under his Hand and Seal, testified by three or more Credible Witnesses, by Sale or Sales, Mortgage or Mortgages of the said Term of 1000 Years, or of any Part thereof, or of the said several Premises limited as aforesaid, for the said Term of 1000 Years, or of any Part or Parts thereof, and by and with the Rents and Profits thereof in the mean Time, until such Sale or Sales, Mortgage or Mortgages, or by some or any of the said Ways and Means, as the said J. C. and E. B. or the Survivor of them, or the Executors or Administrators of such Survivor shall think fit, raise and levy for the Portion or Portions of such younger Child or Children, the Sum or Sums of Money following, that is to say, the Sum of 5000*l.* and in case of the Death of K. W. the Daughter of the said Sir J. W. now alive, before her Portion shall become due to her by the before recited or mentioned Indentures *Quinque-partite*,

Declaration of
the Trust of
1000 Years
Term, with
divers other
Trusts,

for raising
younger Chil-
dren's Portions.

Sons Portions
to be paid at
twenty-one,
Daughters at
eighteen or
Marriage.

Additional
Jointure in
case of no
Children.

pariite, then the Sum of 5000*l.* more, *viz.* 10000*l.* in the whole to be paid or disposed of as follows, *viz.* If there shall be but one such younger Child, then intirely to such younger Child, and in case of two or more such younger Children, be they Sons or Daughters, to be divided between or amongst them, in such Shares and Proportions as the said Sir *J. W.* shall by any Writing or Writings under his Hand and Seal, attested by two or more Credible Witnesses, direct or appoint; and in Default of such Direction or Appointment, equally to be divided between and amongst them Share and Share alike; the Portion or Portions of such younger Child or Children to be paid to such of them as shall be a Son or Sons at his or their respective Age or Ages of 21 Years, and the Portion or Portions of such of them as shall be a Daughter or Daughters, to be paid at her or their respective Age or Ages of 18 Years, or Day or Days of Marriage, which shall first happen, in case such Ages or Marriages happen after the Death of the said Sir *J. W.* otherwise the same respective Portion and Portions to be paid within six Calendar Months next after his Death, with Interest for the same from the Time of his Death, after the Rate of 5*l.* per Cent. per Ann. And upon further Trust, that the said *J. C.* and *E. B.* or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, by such Ways and Means as they shall think fit, raise and levy for the Maintenance and Education of such younger Child or younger Children as aforesaid, the yearly Sum or yearly Sums of Money following; (that is to say) in case of one such younger Child only, and no more, the yearly Sum of, £*c.* until his or her Age of 12 Years, and afterwards the yearly Sum of — until his or her Portion shall become payable, and in case of two or more such younger Children, then the yearly Sum of — unto each and every of them, until their Portions shall respectively become payable; such respective yearly Maintenance and Maintenances to be paid half-yearly to such younger Child or younger Children, upon the two most usual Feasts or Days of Payment in the Year, (that is to say) £*c.* by equal Portions, free from all Deductions for Taxes, or other Deductions whatsoever; the first Payment thereof to be made to such younger Child or younger Children respectively, at such of the same two Feasts or Days as shall next happen after the Death of the said Sir *J. W.* *Provided* that if any such younger Child or younger Children, as aforesaid, shall happen to die before his, her or their Portion or Portions shall become payable as aforesaid, or shall become an eldest Son, then the Portion or Portions of him, her or them so dying or becoming an eldest Son respectively, shall go, accrew, and be paid to the Survivors or Survivor, or others or other of them respectively, Share and Share alike, when the said original Portion or Portions of such surviving or other younger Child or younger Children, shall become payable as aforesaid; And the said Term of 1000 Years is **Upon this further Trust**, in case there shall be no Son or Sons of the Body of the said Sir *J. W.* on the Body of the said Lady *E. C.* his intended Wife, born in the Life-time of the said Sir *J. W.* nor born after his Death, or if there shall be any such Son or Sons, and all and every the same Son and Sons shall die without Issue Male, in the Life-time of the said Lady *E. C.* that then they the said Lord *J. C.* and *E. B.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of the said Premises comprised in the said Term of 1000 Years, raise and pay unto and for the said Lady *E. C.* or her Assigns yearly, during the Term of her natural Life, one Annuity or yearly Sum of 200*l.* as an Addition to, and over and above her said Jointure of 800*l.* per Ann. by half-yearly Payments, (that is to say) at the Feasts of, £*c.* yearly, by two even and equal Portions, free and clear of and from all Taxes, Charges and Impositions whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed by Act of Parliament, or otherwise howsoever; the first half-yearly Payment thereof, to be made on such of the said Feasts or Days of Payment thereof, as shall next happen after the Death of the said Sir *J. W.* and Failure of such Issue Male as aforesaid; and the said Term of 1000 Years, subject to the Trusts thereof herein before declared for the Benefit of the said Lady *E. C.* and without any Prejudice to the same, is **Upon this further Trust**, in case there shall be no Son or Sons of the Body of the said Sir *J. W.* on the Body of the said Lady *E. C.* his intended Wife, born in the Life-time of the said Sir *J. W.* nor born after his Decease, or if there shall be any such Son or Sons, and all and every the same Son and Sons shall die before any of them shall have attained his Age of 21 Years, without leaving Issue Male of any of their Bodies, and in either of the same Cases there shall happen to be one or more Daughter or Daughters of the said Sir *J. W.* on the Body of the said Lady *E. C.* his intended Wife begotten, born, or to be born, who shall attain the Age of 18 Years, or be married; that then the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, shall and do, at any Time or Times, after the Decease of the said Sir *J. W.* or in his Life-time, if

if he shall think fit and shall appoint the same, by any Writing under his Hand and Seal, attested by three or more Credible Witnesses, by any Sale or Sales, Mortgage or Mortgages of the said Term of 1000 Years, or of any Part or Parts thereof, and of the Premises comprised in the same Term, or of any Part or Parts thereof, and by and with the Rents and Profits thereof in the mean Time, until such Sale or Sales, Mortgage or Mortgages, or by some or any of the said Ways and Means, as they the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors or Administrators of such Survivor shall think fit, raise and levy the Sum of 10000*l.* of, *£c.* for the Portion or Portions of such Daughter or Daughters to be paid as followeth, (that is to say) If there shall be one such Daughter, then to be paid intirely to such Daughter, and if there shall be two or more such Daughters, then to be equally divided between and amongst them Share and Share alike; the same Portion and Portions to be paid to such Daughter and Daughters respectively, as when they shall attain their respective Ages of 18 Years, or be married, which shall respectively first happen, in case the said Sir *J. W.* shall be then dead; and in case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same in the mean Time, from the Time of his Decease, after the Rate of 5*l.* per Cent. per Ann. and if any such Daughter or Daughters shall happen to die before her or their Portion or Portions shall become payable as aforesaid, then it shall go to the Survivor or Survivors of them, and be equally divided between them, and shall be paid at the same Time as her or their original Portion or Portions shall become payable as aforesaid; **And** the said Term of 1000 Years, subject to the Trusts herein before declared, for the Benefit of the said Lady *E. C.* and without any Prejudice to the same, is **Upon this further Trust**, that in case there shall be no Son or Sons of the Body of the said Sir *J. W.* on the Body of the said Lady *E. C.* his intended Wife, born in the Life-time of the said Sir *J. W.* nor born after his Decease, or if there shall be any such Son or Sons, and all of them shall die before any of them shall attain his Age of 21 Years, without leaving Issue Male of any of their Bodies, and in either of the same Cases there shall happen to be one or more Daughter or Daughters of the said Sir *J. W.* on the Body of the said Lady *E. C.* begotten, who shall be living at the Time of the Death of the said Sir *J. W.* and shall be then under the Age of 18 Years and unmarried, or who shall be born after the Decease of the said Sir *J. W.* that then the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of the said Premises comprised in the said Term of 1000 Years, after the Decease of the said Sir *J. W.* until the said Portion or Portions of the same Daughter or Daughters respectively, shall become payable as aforesaid, *Subject* nevertheless and without Prejudice to the Trusts herein before declared for the Benefit of the said Lady *E. C.* raise and pay for the Maintenance and Education of such Daughter and Daughters, the yearly Sum or Sums of Money following; (that is to say) in case of one such Daughter only, and no more, the yearly Sum of 150*l.* of, *£c.* until her Age of 12 Years, and afterwards the yearly Sum of 200*l.* of like Money, until her Portion shall become payable; and in case of two such Daughters, and no more, then the yearly Sum of 100*l.* of lawful Money of this Realm to each of them, until their respective Age of 12 Years, and afterwards the yearly Sum of 150*l.* of, *£c.* to each of them, until their Portions shall respectively become payable; and in case of three or more such Daughters, then the yearly Sum of 100*l.* of, *£c.* to every of them, until their respective Ages of 12 Years, and afterwards the yearly Sum of 500*l.* of, *£c.* to be equally divided amongst them Share and Share alike, until the Portion of the eldest of such Daughters shall become payable; and from and after the Time such Portion shall become payable, then the Rest who shall be under the Age of 18 Years and unmarried, shall receive such Sums respectively, as were payable to them, before any of their Sisters Portions were payable to them; such respective yearly Maintenance and Maintenances to be paid half-yearly to such Daughter or Daughters, upon the two most usual Feasts or Days of Payment in the Year; (that is to say) *£c.* by equal Portions, free and clear of all Taxes and Charges imposed, or to be imposed by any Act or Acts of Parliament made, or to be made, clear of all other Deductions whatsoever; the first Payment thereof to be made to them respectively, at such of the same two Feasts or Days as shall next happen after the Death of the said Sir *J. W.* and such Failure of Issue Male as aforesaid: **Provided always**, that if the said Sir *J. W.* shall in his Life-time advance and pay any Sum or Sums of Money for the Advancement of any such younger Son or younger Sons as aforesaid, or if any such Daughter or Daughters to be begotten as aforesaid, shall happen to be married in the Life-time of the said Sir *J. W.* and that he give any Marriage Portion or Marriage Portions with such Daughter or

Power to sell
to raise
Daughters
Portions.

Daughters to
take by Sur-
vivorship.

The Trusts of
the 1000
Years Term.

Provision for
Daughters
Maintenance
and Educa-
tion.

Proviso if Sons
or Daughters
are advanced
in their Fa-
ther's Life-
time.

Daughters so married, then such Sum or Sums of Money, and such Marriage Portion or Marriage Portions respectively shall, unless the said Sir J. W. shall under his Hand and Seal declare the contrary, go and be accounted in full, if equal with, and if not equal with, then as Part of the Portion or Portions herein before appointed to be raised and paid as aforesaid, and the Residue (if any) of the Portion or Portions which shall be payable, by the true Intent and Meaning of these Presents, to such younger Son or younger Sons advanced as aforesaid, or to such Daughter or Daughters so married as aforesaid, shall be only raised as aforesaid, and paid to him, her or them respectively: **Provided always**, that if any such Daughter or Daughters to be begotten, as aforesaid, shall be intitled to any such Portion or Portions as aforesaid, as a younger Child or younger Children, and there shall afterwards be a Failure of Issue Male of the Body of the said Sir J. W. on the Body of the said Lady E. C. begotten, then such Portion or Portions shall be in full, if equal with, otherwise in Part of the Portion or Portions hereby provided for her or them, upon Failure of such Issue Male as aforesaid, so that she or they shall be intitled to any such Portion or Portions as aforesaid, in double Capacities: **Provided** that no such Sale, or Sales, Mortgage or Mortgages as aforesaid, shall be made for raising any such Portion or Portions as aforesaid, for such younger Son or younger Sons, Daughter or Daughters to be begotten as aforesaid, until one of the same Portions shall become payable by Virtue of these Presents; **And also** that if at the Time of the Death of the said Sir J. W. there shall be any such younger Son or younger Sons as aforesaid, or any such Daughter or Daughters as aforesaid, and no such Son or Daughter shall then be of Age or married, and intitled to receive any one of the said Portions to be raised as aforesaid, then the Residue of the Rents and Profits to arise and be made of and from all the said Premises comprised in the said Term of 1000 Years, over and above what will satisfy and pay such yearly Sum or yearly Sums of Money, as are herein before mentioned to be raised and paid for the Maintenance and Education of such younger Son or younger Sons, or such Daughter or Daughters as aforesaid, and over and above the Costs and Charges in raising the same, shall and may, until one of the said Portions shall become payable by Virtue of these Presents, **Subject** nevertheless and without Prejudice to the Provision for making good Payment of the said yearly Sum of 800*l.* and 200*l.* payable to the said Lady E. C. for her Jointure, and as an Addition thereto as aforesaid, and to the several Trusts herein before declared for the Benefit of the said Lady E. C. and without any Manner of Prejudice to the same, be received and taken by, and to and for the Use and Benefit of such Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 1000 Years, shall by Virtue of these Presents belong: **Provided always**, that if the Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 1000 Years, of and in the said Premises comprised therein, shall by Virtue of these Presents belong, shall pay unto the said younger Son or younger Sons and such Daughter or Daughters of the said Sir J. W. on the Body of the said Lady E. C. to be begotten as aforesaid, the said Portion and Portions, and yearly Sum and yearly Sums for Maintenance to be raised and paid as aforesaid, or so much thereof as shall not be then raised as aforesaid; or if there shall be no such younger Son or Daughter as aforesaid, who shall live to be intitled to any such Portion as aforesaid; then and in either of the same Cases respectively happening, (the said Lady E. C. being then dead, and all Arrears of the said yearly Sum of 800*l.* and 200*l.* being then satisfied and discharged, and the Trustee's Charges in the Execution of the said Trusts relating to the said Term of 1000 Years, being also satisfied and discharged) the said Term of 1000 Years of and in the said Premises comprised in the same Term, or of and in so much thereof as shall remain unsold and undisposed of for the Purposes aforesaid, and the Equity of Redemption of what shall be mortgaged, shall from thenceforth attend and wait upon the Freehold and Inheritance of the same Premises; any Thing, &c. **And this Indenture further witnesseth**, that for the Considerations aforesaid, and in Consideration of the Sum of 5*l.* of lawful Money of this Realm, to the said Sir J. W. in Hand paid by the said W. Duke of D. (Party to these Presents) and Lord J. C. at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said Sir J. W. hath demised, granted, bargained and sold, and by these Presents **Doth** demise, grant, bargain and sell unto the said W. Duke of D. (Party to these Presents) and Lord J. C. their Executors, Administrators and Assigns, **All** that the said Manor or Lordship, or reputed Manor or Lordship of, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of all and singular the said Premises herein before mentioned and intended to be hereby demised to the said W. Duke of D. (Party to these Presents) and Lord J. C.

No Portions
to be raised
until one be-
comes pay-
able;

the Residue to
be to the Use
of the Re-
mainder-Man.

After all Pay-
ments made,
the 1000
Years Term
to attend the
Inheritance.

Demise of a
Manor for
99 Years.

To have and to hold the said Manor or reputed Manor or Lordship of *H.* and all, &c. *Habendum.* herein before mentioned and intended to be hereby demised, with their and every of their Appurtenances, unto the said *W.* Duke of *D.* Party to these Presents, and Lord *J. C.* their Executors, Administrators and Assigns, for and during, and until the full End and Term of 99 Years, to be computed from the Solemnization of the said intended Marriage, without Impeachment of or for any Manner of Waste; **yielding and paying** therefore *Reddendum.* the yearly Rent of one Pepper-corn on — yearly, if the same shall be lawfully demanded: **And** it is hereby declared and agreed, that the Demise hereby made to the said *W.* Duke of *D.* (Party to these Presents) and Lord *J. C.* their Executors, Administrators and Assigns as aforesaid, is upon the Trusts following; (that is to say) *That* they the said *W.* Duke of *D.* Party to these Presents, and Lord *J. C.* their Executors, Administrators and Assigns, shall and do, during the Joint Lives of the said Sir *J. W.* and the said Lady *E. C.* by and out of the Rents, Issues and Profits of the said Premises herein before mentioned and intended to be hereby demised for the said Term of 99 Years, raise the yearly Sum of 300 *l.* of, &c. free and clear of and from all Abatements whatsoever, for or in Respect of any Parliamentary or other Taxes or Impositions whatsoever, imposed or to be imposed, or for or in Respect of any other Reprisal, Matter or Thing whatsoever, to be paid yearly, from Time to Time, by four equal quarterly Payments, unto such Person or Persons, and for such Uses, Intents and Purposes, as the said Lady *E. C.* by any Writing or Writings to be signed by her, shall direct or appoint, upon the four most usual Feasts or Days of Payment in the Year following; (that is to say) The first quarterly Payment thereof to begin and to be made upon, &c. next ensuing the Date of these Presents; which said yearly Sum of 300 *l.* is intended and hereby agreed and declared to be for the Personal and private Expences of the said Lady, and for buying her Cloaths and Ornaments, during her Coverture with the said Sir *J. W.* and whereof, or of the Interest or Proceed whereof, the said Sir *J. W.* is to have no disposing or controlling Power: **Provided nevertheless**, that the Receipts in Writing under the Hand of the said Lady *E. C.* (notwithstanding her Coverture) to be given by her either to the said Sir *J. W.* or to any other Person or Persons for the said yearly Sum of 300 *l.* or any Part or Parts thereof, shall be unto the said Sir *J. W.* or unto the said *W.* Duke of *D.* (Party to these Presents) and Lord *J. C.* or any other Person or Persons, good and sufficient Discharges in the Law; and the Demise hereby made for the said Term of 99 Years, is **Upon this further Trust**, that they the said *W.* Duke of *D.* Party to these Presents, and Lord *J. C.* their Executors, Administrators and Assigns, shall, during so long Time of the said Term of 99 Years, as the said Sir *J. W.* and the said Lady *E. C.* shall both live, permit and suffer the said Sir *J. W.* and his Assigns, to have, receive and take, to and for his and their Use and Benefit, the Rest, Residue and Remainder of the Rents, Issues and Profits comprised in the said Term, over and above the said yearly Sum of 300 *l.* to be raised and paid as aforesaid, and over and above the Charges and Expences of the said *W.* Duke of *D.* Party to these Presents, and Lord *J. C.* their Executors, Administrators and Assigns, to be occasioned by the Execution or Management of the Trusts of these Presents in them reposed, which Charges and Expences they may deduct and retain to themselves: **Provided always**, and the Demise hereby made for the said Term of 99 Years, is upon this Condition, that after the Death of either of them the said Sir *J. W.* and the said Lady *E. C.* his intended Wife, and Payment of all Arrears of the said yearly Sum of 300 *l.* and after Payment and Satisfaction of all such Costs, Charges and Expences to be occasioned as aforesaid, the Demise hereby made for the said Term of 99 Years shall cease, determine, and be void; any Thing herein contained to the contrary notwithstanding. (*Covenant for peaceably Enjoyment*, see Tit. **Covenants**.) **And further**, in Case the said Lady *E. C.* shall survive the said Sir *J. W.* and at the Time of his Death the said yearly Sum of 300 *l.* or any Part or Parts thereof, shall be in Arrear and unpaid, contrary to the true Intent and Meaning of the Trust or Trusts, Agreement or Agreements herein before declared or expressed touching the Payment thereof; that then, and in such Case, the Heirs, Executors or Administrators of the said Sir *J. W.* shall and will, within three Calendar Months next after his Decease, well and truly pay, or cause to be paid, the same yearly Sum or such Part or Parts thereof, as at the Time of the Death of the said Sir *J. W.* shall be so in Arrear and unpaid as aforesaid: **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir *J. W.* from Time to Time, during his Life, and to and for all and every Person and Persons being in the actual Possession of all or any Part or Parts of the said several Premises herein before mentioned, and intended to be hereby assigned, limited and appointed, granted, released and confirmed and demised respectively, by Virtue of any of the Limitations aforesaid, by any Deed or Deeds indented under

300 *l.* to be raised for Pin-Money yearly.

The Wife to give Receipts.

The Husband to receive the Remainder of the Rent.

The Arrears to be paid in three Months after the Husband's Decease.

under

The Husband
may grant
Leases.

The Husband
may sell with
the Wife's
Consent in
Writing, and
appoint new
Uses.

Other Lands
of equal Value
to be settled
in Lieu of
those sold.

Covenant for
further Affu-
rance.

under their Hands and Seals respectively, to be executed from Time to Time, to make any Lease or Leases in Possession, not in Reversion or Remainder, or by way of future Interest, of all or any of the said Premises, or of any Part or Parts thereof, whereof such Person or Persons shall be in Possession, unto any Person or Persons for any Term or Number of Years, not exceeding 21 Years; so as no such Lease by any express Words therein to be contained, be made dispunishable of Waste; and so as upon all and every such Lease and Leases there be reserved, to continue payable during the Continuance thereof respectively, the best and most improved yearly Rents that can be reasonably had or obtained, without taking any Sum or Sums of Money, or other Thing or Things by way of Fine or Income for the same; and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved; and so as the Lessee and Lessees, to whom such Lease or Leases shall be made as aforesaid, seal and deliver a Counter-part or Counter-parts of such Lease and Leases respectively to be made as aforesaid: **Provided always,** and it is hereby declared and agreed by and between the said Parties to these Presents, that in Case the said Sir J. W. shall at any Time hereafter be desirous to make Sale of the said Manor or Lordship, and the Rights, Members and Appurtenances thereof, and of all and singular the said Messuages, Lands, Tenements and Hereditaments to the same Manor or Lordship belonging or in any wise appertaining, then and in such Case it shall and may be lawful to and for the said Sir J. W. at any Time or Times hereafter, by any Writing or Writings to be signed and sealed by him in the Presence of three or more credible Witnesses, by and with the Consent and Approbation of the said W. Duke of D. Party to these Presents, and the said Lord J. C. or of the Survivor of them, or of the Executors or Administrators of such Survivor, (such Consent and Approbation being under the Hand and Seal or Hands and Seals of the Party or Parties so consenting and approving to revoke and make void all and every or any the Use or Uses, Trust or Trusts, Estate or Estates herein respectively before limited, declared and expressed, of or concerning the said Manor or Lordship, with its Rights, Members and Appurtenances, and all and singular the said Messuages, Lands, Tenements and Hereditaments, to the same Manor or Lordship belonging or appertaining, or any of them, or any Part or Parts of them or any of them, and by the same Writing or Writings, with such Consent and Approbation as aforesaid) to limit and declare any new or other Use or Uses, Trust or Trusts of or concerning the same Manor or Lordship, Messuages, Lands, Tenements and Hereditaments, or any of them, or any Part or Parts of them or any of them, whereof the Uses, Trusts and Estates herein before limited and expressed, shall be revoked or made void as aforesaid; so as upon and at the Time or Times respectively, of making such Revocation as aforesaid, and limiting any new or other Use or Uses, Trust or Trusts, *other Freehold Manners*, Messuages, Lands, Tenements or Hereditaments, within 200 Miles of the City of London, of a good Title, to be agreed by the said W. Duke of D. Party to these Presents, and Lord J. C. or the Survivor of them, or the Executors or Administrators of such Survivor, to be of equal Value with the Manors, Messuages, Lands, Tenements and Hereditaments, whereof such new or other Use or Uses, Trust or Trusts, Estate or Estates respectively, shall be limited or declared by the said Sir J. W. as aforesaid, and in Lieu thereof be conveyed, limited and settled with the like Consent and Approbation in Writing as aforesaid, to the same Uses, upon the same Trusts, for the same Estate, Intents and Purposes, and subject to the same Powers, Provisoos and Agreements, as the said Manor or Lordship, Messuages, Lands, Tenements and Hereditaments respectively, whereof the Uses, Trusts and Estates hereby limited and declared, shall be so revoked and made void as aforesaid, stood by these Presents limited, declared and expressed, and subject to, before such Revocation and making void as aforesaid, &c. (*Covenant that he hath Right to convey, and that Premises are free from Incumbrances*, see before **in this Settlement.**) **And further,** that he the said Sir J. W. and all and every Person and Persons lawfully claiming, or to claim, by, from or under him or any of his Ancestors, any Estate, Right, Title, Interest, Trust or Demand whatsoever, in or to the said Manors or Lordships, Messuages, Cottages, Lands, Tithes, Rents, Hereditaments and Premises herein before mentioned, and intended to be hereby granted, released and confirmed, or in or to any Part or Parts thereof, shall and will, upon the Request of the said W. Duke of D. Party to these Presents, and Lord J. C. or either of them, or of the Executors or Administrators of either of them, but at the Costs and Charges of the said Sir J. W. his Heirs, Executors or Administrators, make, do, acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect Conveying, Assuring and Sure-making of the said Manors or Lordships, Messuages, Cottages, Lands, Tithes, Rents, Hereditaments and Premises herein before men-
tioned

tioned and intended to be hereby granted, released and confirmed, to and for the several Uses, Intents and Purposes herein before limited, expressed and declared of and concerning the same, as by the Counsel learned in the Law of the said *W.* Duke of *D.* Party to these Presents, and Lord *J. C.* or either of them, or of the Heirs of either of them, shall be reasonably devised or advised and required, so as no such further Assurance contain or imply any further or other Warranties or Covenants than against the respective Acts of the Party or Parties executing the same: **And** the said *W.* Duke of *D.* Party to these Presents, doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said Sir *J. W.* his Executors and Administrators by these Presents, that the said remaining Sum of 5000*l.* Residue of the said Sum of 10,000*l.* the Portion of the said Lady *E. C.* shall, within six Calendar Months after the Solemnization of the said intended Marriage, be paid unto the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors or Administrators of such Survivor; or within the said six Calendar Months, a good and sufficient Security by way of Mortgage, to the Content of the said Sir *J. W.* his Executors or Administrators, shall be given to the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors or Administrators of such Survivor, for the Payment of the same 5000*l.* with Interest, at 5*l.* per Cent. per Ann. to them, and that until Payment of or Security given for the same last mentioned Sum of 5000*l.* the same shall remain charged upon and secured by the Residue of the Estate of the said *W.* late Earl of *D.* in the same Manner as the same now is charged and secured: **And this Indenture further witnesseth,** that it is hereby declared and agreed, by and between all the said Parties to these Presents; that the said remaining 5000*l.* to be paid or secured to be paid to them the said Lord *J. C.* and *E. B.* as aforesaid, shall be upon this special Trust and Confidence, that they the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, by and with the Consent and Approbation of the said Sir *J. W.* and *W.* now Duke of *D.* or of the Survivor of them, or of the Executors or Administrators of such Survivor, either continue the same 5000*l.* upon such Mortgage as shall be given for the same, or place out the same upon some new Security or Securities, or lay out the same in some Purchase or Purchases of what Nature or Sort soever; and shall and do permit and suffer the Interest, Profits and Produce of such Security or Securities, Purchase or Purchases to be received and taken by the said Sir *J. W.* for and during his natural Life, and after his Decease, by the said Lady *E. C.* for and during her natural Life, for her better Support and Maintenance; and after the Death of the Survivor of them the said Sir *J. W.* and the said Lady *E. C.* his intended Wife, then the same 5000*l.* and the Security or Securities for the same, and the Purchase and Purchases to be made therewith shall be in Trust for all and every the younger Child and younger Children of the said Sir *J. W.* on the Body of the said Lady *E. C.* to be begotten, equally to be divided between them in Case of more than one, as an Addition to their Portions herein before provided for them; and if there shall be no such younger Child or younger Children, or there being such, all of them shall happen to die before any of their Portions herein before provided for them shall become payable; then the same 5000*l.* and the Securities for the same, and the Purchase to be made therewith shall, after the Death of the Survivor of them the said Sir *J. W.* and the said Lady *E. C.* be **In Trust** for the Heirs, Executors, Administrators or Assigns of the said Sir *J. W.* provided that in the mean time, and until such Purchase or Purchases or Security or Securities, as aforesaid, shall be made or taken with the said last mentioned Sum of 5000*l.* it shall and may be lawful to and for the said Lord *J. C.* and *E. B.* and the Survivor of them, and the Executors and Administrators of such Survivor, from Time to Time to deposit for safe Custody the same Sum of 5000*l.* or any Part or Parts thereof in such Place or Places, and with such Person or Persons, and in such Manner, as by the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors or Administrators of such Survivor, but with the Consent of the said Sir *J. W.* in Case he be then living, shall be thought fit: **Provided,** and it is hereby declared and agreed, by and between the said Parties to these Presents, that none of the said Trustees, nor the Heirs, Executors or Administrators of any of them, shall be answerable for the Acts, Receipts, Payments or Defaults of the other or others of them, and that each and every of them shall be answerable only for what he or they shall respectively and actually receive and no more, and shall not be answerable for the Loss of any Monies that shall happen by depositing for safe Custody or placing it out at Interest, or in purchasing as aforesaid, or by any other Ways, without their wilful Neglect or Default; and that they shall be reimbursed out of their respective Trust-Estates, and to be re-imbursed. all such Costs, Charges and Expences, which they shall sustain, expend, or be put unto in the Execution or Management of their respective Trusts. **In Witness, &c.**

Covenant to pay the Remainder of the Wife's Fortune in six Months, or to give Security.

The 5000*l.* to be laid out in Trust for young Children.

Trustees not answerable for each other's Default,

Settlement

Settlement before Marriage, whereby a Portion of 15000 l. consisting of sundry Legacies, is given to the Wife by several Wills of different Persons, and some Part by Virtue of the Statute of Distributions; a Grant of certain Manors, &c. being Freehold, for securing to the intended Wife an Annuity of 200 l. and a Jointure of 1400 l. per Ann. and a Grant of Copyhold Estates to Trustees for raising Portions for Daughters.

(2)

THIS Indenture Quinquepartite, made, &c. **Between** Sir R. M. of, &c.

Bart. of the first Part, Dame M. M. who is Executrix of the last Will and Testament of Sir R. M. deceased, of the second Part, Dame E. S. (Widow and Relict of Sir C. S. deceased, and also Executrix of his last Will and Testament) and E. S. Spinster, one of the Daughters of the said Dame E. S. by the said Sir C. S. of the third Part, T. D. sen. of London, Merchant, and T. D. jun. of, &c. Esq; of the fourth Part, Sir J. N. Knight, E. P. of, &c. Esq; and F. P. of, &c. Esq; of the fifth Part. **Whereas** a Marriage is intended by the Permission of God to be shortly had and solemnized between the said Sir R. M. (Party to these Presents) and the said E. S.

Recital of the intended Marriage.

Consideration.

The Marriage Portion consisting of divers Legacies given by different Persons Wills.

Now this Indenture witnesseth, that for and in Consideration of the said intended Marriage, and of the Sum of 15000 l. the Marriage Portion of the said E. S. consisting in the several particular Sums next herein after mentioned, to the said Sir R. M. (Party to these Presents) in Hand paid at or before the Sealing and Delivery of these Presents, by the said Dame E. S. and T. D. jun. and E. his Wife respectively, as followeth, viz. 700 l. by the said Dame E. S. as Executrix of the last Will and Testament of J. H. Esq; deceased, who was Father of the said Dame E. S. and Grandfather of the said E. S. as and for a Legacy given to the said E. S. by the same Will, 6000 l. more by the said Dame E. S. as and for a Legacy given to the said E. S. (the intended Wife) by the said last Will and Testament of the said Sir C. S. 1000 l. more by the said T. D. and E. his Wife, sole Heiress at Law of her late Brother Sir J. N. Bart. deceased, as and for a Legacy given to the said E. S. by his last Will and Testament, and thereby charged upon the Manor of, &c. 824 l. 19 s. more by the said Dame E. S. and T. D. as Administrators, with the said Will of the said Sir J. N. annexed, as and for the fourth Part or Share of the said E. S. of and in the personal Estate of the said Sir J. N. by Virtue of or according to some Statute or Statutes of Distributions; 1000 l. more by the said Dame E. S. and T. D. jun. and E. his Wife, which said Dame E. S. and E. Wife of the said T. D. are Administratrixes with the Will annexed of J. N. Esq; deceased (Brother of the said Sir J. N.) as and for a Legacy given by the same Will to the said E. S. 3387 l. 16 s. 4 d. more by the said Dame E. S. and T. D. and E. as and for the fourth Part or Share of the said E. S. of and in the personal Estate of the said J. N. by Virtue of or according to some Statute or Statutes of Distributions, and 2087 l. 4 s. 8 d. (the Remainder of the Sum of 15000 l.) by the said Dame E. S. as her free and voluntary Gift; the respective Receipts of which said several Sums of, &c. respectively paid as aforesaid, (making together the said Sum of 15000 l.) the said Sir R. M. (Party to these Presents) doth hereby acknowledge, and thereof and of every Part thereof doth acquit, release and discharge the said Dame E. S. T. D. and E. his Wife, and every of them, their and every of their Heirs, Executors and Administrators respectively, by these Presents, and for settling and assuring of the Manors, Park, Scite, Messuages, Mills, Lands, Grounds, Woods, Coppices, Rents, Tenements and Hereditaments herein after mentioned, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos and Agreements, as are herein after limited, expressed and declared, of and concerning the same; and in Consideration of the Sum of 10 s. of Lawful Money to the said Sir R. M. (Party to these Presents) in Hand paid by the said T. D. sen. and T. D. jun. at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said Sir R. M. (Party to these Presents) **hath** granted, released and confirmed, and by these Presents **Doth** grant, release and confirm unto the said T. D. sen. and T. D. jun. (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made by the said Sir R. M. (Party to these Presents) for one whole Year, for the Consideration of the Sum of 5 s. of, &c. by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between, &c. and sealed and executed before the Sealing and Executing of these Presents, and by Force of the Statute for Transferring of Uses into Possession) and to their Heirs, **All** that, &c. (Parcels); and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Manors, &c. and all and singular the said Premises, and also all the Estate, Right, Title, Interest, Trust, Benefit,

General Words.

Lease for a Year awarded.

Benefit, Claim and Demand whatsoever, both in Law and Equity, of him the said Sir R. M. (Party to these Presents) of, in, unto or out of the said Manors, &c. or any of them, or any Part or Parts of them or any of them; **To have and to hold** the said *Habendum,* Manors, and all and singular the Premises herein before mentioned, and intended to be hereby granted and released, with their and every of their Appurtenances, (except as before excepted) unto the said T. D. sen. and T. D. jun. and their Heirs, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos, Powers and Agreements, as are herein after limited, declared, mentioned and expressed, of and concerning the same; that is to say, **To the Use** of the said Sir R. M. (Party to these Presents) and his Heirs, until the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, then **To the Use,** Intent and Purpose, that the said T. D. sen. and T. D. jun. and their Heirs, shall and may, during the joint Lives of the said Sir R. M. (Party to these Presents) and of the said E. S. his intended Wife, have and receive out of all the said Premises one Annuity or yearly Sum of 200 l. of, &c. to be paid unto them the said T. D. sen. and T. D. jun. their Heirs and Assigns, at the four most usual Feasts or Days of Payment in the Year, that is to say, the Feasts, &c. by four even and equal quarterly Portions at, &c. free and clear of and from all Taxes, Charges and Impositions whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed by Act of Parliament, or otherwise howsoever, upon the said Premises, or any Part or Parts thereof, or upon the said Annuity or yearly Sum of 200 l. or any Part thereof; the first quarterly Payment thereof to be made upon the Feast, &c. next ensuing the Date of these Presents; **And to this further Use,** Intent and Purpose, that if the same Annuity or yearly Sum of 200 l. or any Part thereof, shall happen to be behind and unpaid by the Space of 21 Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, then and from thenceforth and so often, and from Time to Time, as the same Annuity or yearly Sum, or any Part thereof, shall be so behind or unpaid as aforesaid, **It shall and may be lawful** to and for the said T. D. sen. and T. D. jun. their Heirs and Assigns, into and upon all and every the said Premises, and into and upon any Part or Parts thereof, to enter and distrain, and the Distress and Distresses then and there found to take, carry away, detain and keep, until the said Annuity or yearly Sum of 200 l. and all Arrears thereof so unpaid as aforesaid, together with all Costs, Charges and Expences, to be occasioned by such Distress or Distresses as aforesaid, shall be fully satisfied and paid, according to the true Intent and Meaning of these Presents; **And also** to this further Use, Intent and Purpose, that if the same Annuity or yearly Sum of 200 l. or any Part thereof, shall happen to be behind and unpaid for the Space of 41 Days next after any or either of the said Feasts or Days whereon the same ought to be paid as aforesaid, being lawfully demanded, then and from thenceforth so often, and from Time to Time, as the same Annuity or yearly Sum of 200 l. or any Part thereof, shall be so behind or unpaid by the Space of 41 Days as aforesaid, it shall and may be lawful to and for the said T. D. sen. and T. D. jun. their Heirs and Assigns, into and upon all and singular the said Premises, and into and upon any Part or Parts thereof to enter, and the same to have, hold and enjoy, and to take the Rents, Issues and Profits thereof, until the same Annuity or yearly Sum of 200 l. and all Arrears thereof so unpaid by the Space of 41 Days as aforesaid, and all Arrears that shall incur during such Possession, together with the Costs, Charges and Expences, to be occasioned by such Entry, shall be fully satisfied and paid, according to the true Intent and Meaning of these Presents; which said Annuity or yearly Sum of 200 l. shall be upon the Trusts herein after mentioned, declared and expressed of and concerning the same; and as for and concerning all and singular the said Premises, subject to the said Annuity or yearly Sum of 200 l. payable as aforesaid, **To the Use** of the said Sir J. N. *200 Years Term for several Uses, sans Waste,* and E. P. their Executors, Administrators and Assigns, for and during the Term of 200 Years, from and after the Solemnization of the said intended Marriage, fully to be compleat and ended, without Impeachment of or for any Manner of Waste; and from and after the Determination of the same Term, and subject thereunto, **To the Use** of the said Sir R. M. (Party to these Presents) for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, **To the Use** of the said T. D. sen. and T. D. jun. and their Heirs, for and during the natural Life of the said Sir R. M. (Party to these Presents) **Upon Trust** to preserve *to preserve contingent Remainders.* the contingent Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions, as Occasion shall require; but nevertheless in Trust to permit and suffer the said Sir R. M. (Party to these Presents) and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises, to and for his and their own Use and Benefit during his natural Life; and from and after the Decease of

to the Use of the Husband till Marriage;

Remainder to Trustees for securing an Annuity of 200 l.

General Words,

Clause of Entry and Distress.

Of Re-entry and Possession until Annuity and Arrears satisfied.

200 Years Term for several Uses, sans Waste,

The Wife's
Jointure.

Use declared
to Trustees
for 1000
Years;

Remainder to
the Husband
in Fee.

The 200 l.
not liable to
the Husband's
Control.

Wife's Re-
ceipts suffi-
cient.

Declaration as
to 200 Years
Term, to be
for securing
said 200 l.
per Ann.

The Husband
to receive
Rents until
Default.

of the said Sir R. M. Party to these Presents, **To the Use**, Intent and Purpose, that the said E. S. if she happen to survive the said Sir R. M. (Party to these Presents) her intended Husband, shall and may have, receive and take one Annuity or yearly Sum of 1400 l. of, &c. for and during the Term of her natural Life, for her Jointure, and in full Satisfaction, Lieu and Bar of all Dower and Thirds, and Title of Dower or Thirds, which she shall or may have or claim of, in, unto or out of any Manors, &c. whereof the said Sir R. M. (Party to these Presents) shall be seised of any Estate of Inheritance during the intended Coverture (between him and the said E. S.) to be paid unto her the said E. S. and her Assigns, upon the four most usual Feasts or Days of Payment in the Year, that is to say, the Feasts, &c. (*The same as the preceding general Words for Payment of the 200 l.*) the first quarterly Payment thereof to be made upon such of the same Feast-Days as shall next happen after the Decease of the said Sir R. M. (Party to these Presents): **And**, &c. (*as in the preceding Clauses of Entry, and Distress and Re-entry for Non-payment of the 200 l.*) and from and after the Decease of the said Sir R. M. (Party to these Presents) subject nevertheless to the said Annuity or yearly Sum of 1400 l. to the said E. S. for her Jointure as aforesaid, **To the Use** and Behoof of the said T. D. sen. and T. D. jun. their Executors, Administrators and Assigns, for and during and until the full End and Term of 500 Years, without Impeachment of or for any Manner of Waste, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, declared and expressed, of and concerning the same Term; and from and after the Determination of the Term of 500 Years, **To**, &c. (*Vide Limitations of Uses and Trusts, p. 284.*) **And** for Default of such Issue, **To the Use** and Behoof of the said T. D. jun. and F. P. their Executors, Administrators and Assigns, for and during and until the full End and Term of 1000 Years, without Impeachment of or for any Manner of Waste; **Upon the Trusts**, and to and for the Intents and Purposes herein after mentioned, declared and expressed of and concerning the same Term; and from and after the Determination of the said Term of 1000 Years, **To the Use** and Behoof of the said Sir R. M. (Party to these Presents) his Heirs and Assigns for ever: **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that the said Annuity or yearly Sum of 200 l. herein before mentioned to be paid to them the said T. D. sen. and T. D. jun. and their Heirs, is to be paid upon the Trusts following, that is to say, **Upon Trust** that they the said T. D. sen. and T. D. jun. and their Heirs, shall pay the same Annuity or yearly Sum of 200 l. as followeth, viz. To such Person and Persons only, and to and for such Uses, Intents and Purposes only, as the said E. S. alone, without the Order, Direction, Intermeddling or Control of him the said Sir R. M. (Party to these Presents) notwithstanding her Coverture, shall by any Writing or Writings, with or without Power of Revocation, to be signed by her the said E. S. with her own proper Hand Writing, from Time to Time direct or appoint, for the private and personal Use and Expences of the said E. S. wherewith, or with the Interest, Produce or Profit whereof the said Sir R. M. (Party to these Presents) shall not, nor may intermeddle in any wise, or have any Power in any Manner to incumber, charge, release, or otherwise dispose of the same: **Provided** that in the mean Time, and until the said E. S. shall make such Appointment as aforesaid of the said Annuity or yearly Sum of 200 l. or of some Part thereof, the same shall be paid to her own proper Hands, and her Receipt in Writing under her Hand, shall from Time to Time (notwithstanding her Coverture) be a sufficient Discharge for such Monies as she the said E. S. shall think fit to receive, in Part or upon Account of the same Annuity or yearly Sum, with her own Hands, and which she shall not have appointed to any other Person; and as for, touching and concerning the said Term of 200 Years, herein after limited to them the said Sir J. N. and E. P. their Executors, Administrators and Assigns, it is hereby declared, that the same Term is limited to them, upon Trust for the further and better securing the Payment of the said Annuity or yearly Sum of 200 l. clear of all Taxes and Charges as aforesaid, during so many Years of the said Term of 200 Years as the said Sir R. M. (Party to these Presents) and E. S. shall both jointly live. (*Vide Tit. Re-entry and Possession till Arrear satisfied, in this Settlement.*) **Provided**, that until Default shall be made in Payment of the said Annuity or yearly Sum of 200 l. or of some Part or Parts thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful to and for the said Sir R. M. (Party to these Presents) to receive and take the Rents, Issues and Profits of the said Premises, comprised in the said Term of 200 Years, and for his own Use and Benefit, without giving any Account for the same: **Provided also**, that upon the Death of either of them the said Sir R. M. (Party to these Presents) and E. S. all Arrears of the said Annuity or yearly Sum of 200 l. and all Costs and Charges relating to the same being fully paid and satisfied, according to the true Intent and Meaning of these Presents, the said Term of 200 Years shall

shall cease and be void; *And as for, touching and concerning the said Term of 500 Years* herein before limited to them the said *T. D. sen.* and *T. D. jun.* their Executors, Administrators and Assigns as aforesaid, it is hereby declared and agreed by all the said Parties to these Presents, that the same Term is so limited to them, upon Trust for the further and better securing the Payment of the said Annuity or yearly Sum of 1400 *l.* at such Times and Place as are herein before appointed for Payment thereof, clear of all Taxes and Charges as aforesaid, unto the said *E. S.* and her Assigns for her Life, after the Death of the said *Sir R. M.* (Party to these Presents) and for that End, &c. (*as before in Clause Re-entry*): **Provided** that until Default shall be made in Payment of the said Annuity or yearly Sum of 1400 *l.* or of some Part or Parts thereof, it shall and may be lawful to and for the Person and Persons for the Time being, who shall be intitled to the Reversion or Remainder immediately expectant upon the Determination of the Term of 500 Years, by Virtue of any the Limitations aforesaid, from Time to Time to receive and take the Rents, Issues and Profits of the said Premises comprised in the same Term, to and for his and their own Use and Benefit, without giving any Account for the same; and that after the Death of the said *E. S.* and Payment and Satisfaction of all Arrears of the said Annuity or yearly Sum of 1400 *l.* and of all Costs and Charges relating to the same, the said Term of 500 Years shall cease and be void. (*Vide last preceding Settlement, under the Titles for raising Daughters Portions, and Maintenances, and their Advancement in their Father's Life-time, and the other Proviso's therein*). **Provided**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for all and every Person and Persons, being in the actual Possession of all or any Part or Parts of the Premises herein before mentioned, to be hereby granted and released by Virtue of any the Limitations aforesaid, by any Deeds or Deeds indented, under their Hands and Seals respectively to be executed, from Time to Time to make any Lease or Leases in Possession, not in Reversion or Remainder, or by way of future Interest, of all or any the same Premises, or any Part or Parts thereof, whereof such Person or Persons shall be in Possession as aforesaid, for any Term or Number of Years not exceeding 21 Years, so as no such Leases by any express Words therein to be contained be made dispunishable of Waste, and so as upon all and every such Lease and Leases there be reserved to continue payable during the respective Continuance of such Lease and Leases, the best and most improved yearly Rents that can be reasonably had or obtained, without taking any Sum or Sums of Money, or other Thing, by way of Fine or Income for the same, and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, and so as the Lessee and Lessees, to whom such Leases shall be made as aforesaid, seal and deliver Counterparts of such Lease and Leases respectively to be made as aforesaid: **Provided also**, and it is hereby declared and agreed by all the said Parties to these Presents, that it shall and may be lawful to and for all and every Person and Persons, being in the actual Possession of all or any of the Messuages, &c. at *Westminster*, by Virtue of any the Limitations aforesaid, in order to the Rebuilding of all or any of the same Messuages, &c. or to the Building upon all or any of the same Ground or Soil, by any Deed or Deeds indented, under their Hands and Seals respectively to be executed, to make any Lease or Leases in Possession, not in Reversion or Remainder, or by way of future Interest, of all or any of the said Premises, unto any Person or Persons, for any Term or Number of Years not exceeding 61 Years, so as no such Lease, by any express Words therein to be contained, be made dispunishable of Waste; and so as upon all and every such Lease and Leases there be reserved, to continue payable during the respective Continuance of such Lease and Leases, the best and most improved yearly Rents that can, with respect to the Encouragement of Building, be reasonably had or obtained, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income for the same; and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved; and so as the Lessee and Lessees, to whom such Leases shall be made as aforesaid, seal and deliver Counterparts thereof respectively: **And** the said *Sir R. M.* &c. (*Vide the last preceding Settlement, Covenants that the Husband hath Right to convey; for quiet Enjoyment, and free from Incumbrances. If any Incumbrances, say, (other than and except, &c. as the Case may be) and also the Covenant for further Assurance; and also the said Sir R. M. recites two several Leases from the Bishop of Rochester to Sir R. M. his Father and Dame M. M. his Mother*): **And whereas** the said two several recited Indentures of Lease, and the several Premises thereby respectively demised, are the proper Estate of the said *Sir R. M.* (Party to these Presents) and the said *Dame M. M.* stands seised or possessed of such Term or Estate, Terms or Estates, as she can or may claim therein respectively, **In Trust** only for the said *Sir R. M.* (Party to these

The Trusts of the Term of 500 Years is for securing 1400 *l.* per Ann. Jointure.

Power to make Leases of Premises in the Country.

The like for Premises in London.

That Sir R. M. stands seised of the Premises demised in said Leases, and

his Mother
only as his
Trustee.

Grant of
Leasehold E-
state.

Joint Release
of the Pre-
misses by Sir
R. M. and
his Mother.

Habendum.

Declaration of
the Trusts.

Sir R. M. to
receive the
Profits for his
Life.

these Presents): **Now this Indenture further witnesseth**, that for the Considerations aforesaid, and for and in Consideration of the two several Sums of 5 s. a-piece to the said Sir R. M. (Party to these Presents) and Dame M. M. in Hand respectively paid by the said T. D. jun. and F. P. the several Receipts whereof are hereby respectively acknowledged, he the said Sir R. M. (Party to these Presents) and at his Request, and by his Direction and Appointment, (testified by her being a Party to, and Signing and Sealing of these Presents) the said Dame M. M. **Have**, and each of them **hath** granted, bargained, sold, released and confirmed, and by these Presents **Do**, and each of them **Doth** grant, bargain, sell, release and confirm unto the said T. D. jun. and F. P. in their actual Possession now being, by Virtue of a Bargain and Sale thereof to them made by the said Sir R. M. (Party to these Presents) and Dame M. M. for the Term of one whole Year, for the Consideration of 5 s. of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between the said Sir R. M. (Party to these Presents) and Dame M. M. of the one Part, and the said T. D. jun. and F. P. of the other Part, and sealed and executed before the Sealing and Executing of these Presents, and by Force of the Statute for Transferring of Uses into Possession, and to their Heirs, **All** that, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises respectively demised by the said two recited Indentures of Lease as aforesaid; and also all the Estate, Right, Title, Interest, Trust, Benefit, Claim and Demand whatsoever, of them the said Sir R. M. (Party to these Presents) and Dame M. M. and of either of them, of, in, unto or out of the same Leasehold Premises, or any Part or Parts thereof, together with the said two recited Indentures of Lease; **To have and to hold** the said Manor, and all and singular the said Premises demised to the said Sir R. M. deceased, as aforesaid, with the Appurtenances, unto the said T. D. jun. and F. P. their Heirs and Assigns, for and during the natural Lives of the said Sir R. M. (Party to these Presents) C. and E. E. (*the Lives named in the first Lease*) and of the Life of the longest Liver of them, **To the Use** and Behoof of them the said T. D. jun. and F. P. their Heirs and Assigns, for and during the natural Lives of the said Sir R. M. (Party to these Presents) C. and E. E. and the Life of the longest Liver of them; **Subject nevertheless** to the Rent, Covenants, Conditions and Agreements in the same Indenture of Lease reserved, mentioned and expressed; **And to have and to hold** the said — and all and singular the said Premises so demised as aforesaid, unto the said Dame M. M. with the Appurtenances, unto the said T. D. jun. and F. P. their Heirs and Assigns, for and during the natural Lives of the said Sir R. M. (Party to these Presents) T. P. and H. P. (*the Lives named in the second Lease*) and the Life of the longest Liver of them, **To the Use** and Behoof of the said T. D. jun. and F. P. their Heirs and Assigns, for and during the natural Lives of the said Sir R. M. (Party to these Presents) T. P. and H. P. and the Life of the longest Liver of them; **Subject nevertheless** to the Rents, Covenants, Conditions and Agreements in the same Indenture of Lease reserved, mentioned and expressed: **Provided**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that the Conveyance hereby made of, and these Presents, as for and concerning the said Premises demised by the said Bishop as aforesaid, and herein before mentioned and intended to be hereby granted and released to the said T. D. jun. and F. P. and their Heirs, for Lives as aforesaid, are upon the Trusts following, that is to say, **In Trust** for the said Sir R. M. (Party to these Presents) and his Heirs, until the Solemnization of the said intended Marriage; and after the Solemnization of the said intended Marriage, then **Upon Trust** that they the said T. D. jun. and F. P. their Heirs and Assigns, shall and do permit and suffer the said Sir R. M. (Party to these Presents) and his Assigns, to receive and take the Rents, Issues and Profits of the said Leasehold Premises, to and for his and their own Use and Benefit during the Term of his natural Life, without giving any Account for the same; and from and after his Decease, then **In Trust** for such Person and his Heirs, as at the Time of the Decease of the said Sir R. M. (Party to these Presents) shall be the Heir Male of his Body on the Body of the said E. S. begotten, to take Lands from him by Course of Descent at Common Law, and not by the Custom of Gavelkind; and in Case there shall be at the Time of his Decease no such Heirs Male, then **In Trust** for the Heirs and Assigns of the said Sir R. M. (Party to these Presents): **Provided**, and it is hereby further declared and agreed, by and between the said Parties to these Presents, that the Conveyance hereby made of, and these Presents, as for and concerning the said Leasehold Premises demised by the said Bishop as aforesaid, and herein before mentioned and intended to be hereby granted and released to the said T. D. jun. and F. P. as aforesaid, are upon this further Trust, that when there shall be Occasion to renew both or either of the said two recited Leases, to fill up any Life

Life or Lives, or to change any Life or Lives, then they the said *T. D. Junior*, and *F. P.* their Heirs or Assigns, shall and do, from Time to Time, at the Request, Costs and Charges of the said Sir *R. M.* Party to these Presents, his Heirs or Assigns, and in case of his or their Refusal, then by and out of the Rents of the same Leasehold Premises, or by raising Monies by mortgaging the same, or some Part thereof, surrender the said two recited Leases, or either of them, and the said Premises in them, or either of them comprised, unto the Bishop of *R.* for the Time being, and take two new Leases, or one new Lease of the Premises comprised in the same Leases or Lease respectively, as shall be so surrendered, as aforesaid, for three such Lives, as at the Time or Times of such Taking shall be nominated by the said Sir *R. M.* (Party to these Presents) his Heirs or Assigns, or in case of Default of Nomination, then for such three Lives as the said Trustees shall think fit: **Provided also**, and it is hereby declared and agreed by and between the said Parties to these Presents, that after any such Renewal or Renewals as aforesaid, the Leasehold Premises, or such of them respectively as shall be comprised in such new Leases or Lease respectively to be taken as aforesaid, and the same Leases or Lease shall remain and be, or be conveyed to the like Uses, and upon the like Trusts, as are herein before limited and declared of the said Leasehold Premises comprised in the said two recited Leases; **And** the said Sir *R. M.* (Party to these Presents) for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *T. D. Junior*, and *F. P.* their Heirs and Assigns, by these Presents, as followeth; (that is to say) that they the said Sir *R. M.* (Party to these Presents) and Dame *M. M.* or one of them have or hath good Right, Title and Authority to grant and release the said Premises comprised in the said two recited Indentures of Lease, unto and to the Use of the said *T. D. Junior*, and *F. P.* their Heirs and Assigns, in Manner aforesaid; **And also** that the same Leasehold Premises may be held and enjoyed upon the Trusts before mentioned touching the same; and that he the said Sir *R. M.* (Party to these Presents) shall and will, during his Life, bear, pay and discharge all such Costs, Charges, Fines and Expences, as shall be paid or expended in or about the Renewing the same Leases, or either of them, in Manner aforesaid; **And** the said Sir *R. M.* (Party to these Presents) for himself, his Heirs, Executors and Administrators, doth further covenant, promise and agree to and with the said *T. D. Junior*, and *F. P.* their Executors, Administrators and Assigns, by these Presents, that before the Intermarriage of the said Sir *R. M.* (Party to these Presents) with the said *E. S.* the Sum of 6000*l.* (Part of the said Sum of 15000*l.* Marriage Portion) shall be paid by him the said *R. M.* (Party to these Presents) to the said *T. D. Junior*, and *F. P.* or shall be secured to be paid with Interest, at the Rate of 5*l.* per Cent. per Ann. unto them, within the Space of 12 Calendar Months, by the Bond of the said Dame *E. S.* of the Penalty of 12000*l.* **And** it is hereby declared and agreed by and between the said Parties to these Presents, that the said Sum of 6000*l.* when paid to the said *T. D. Junior*, and *F. P.* shall be upon the Trusts, and to and for the Intents and Purposes following, viz. Upon Trust that they the said *T. D. Junior*, and *F. P.* or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, with all convenient Speed, lay out and dispose of the said Sum of 6000*l.* either intirely or by Parcels, with the Consent and Approbation of the said Sir *R. M.* (Party to these Presents) and Dame *E. S.* or of the Survivor of them, in case they or either of them be then living, otherwise at their own Discretion in the Purchase or Purchases of some Manors, Messuages, Lands, Tenements, Rents or Hereditaments of an Estate of Inheritance in the County of *K.* or within 40 Miles of the same County; **And it is** hereby declared and agreed, that when such Purchase or Purchases shall be so made as aforesaid, the Manors, Messuages, Lands, Tenements, Rents and Hereditaments so to be purchased, shall on such Purchase be conveyed and settled **To** and for such Uses, Estates, Intents and Purposes, and subject to such Provisoes and Agreements as are herein before limited, declared and expressed of and concerning the said Inheritance and Premises in the said County of *K.* as far as the Deaths of Parties will admit of, but so as the several Annuities or yearly Sums of 200*l.* and 1400*l.* to be mentioned in such Conveyance and Settlement, and the two several Terms of 200 Years and 500 Years therein likewise to be mentioned, be only as additional Charges or Securities for the said Annuities or yearly Sums of 200*l.* and 1400*l.* herein before mentioned, and be not accounted or taken to be further or additional Annuities or yearly Sums, and so as the Term of 1000 Years to be limited in such new Purchase or Purchases, be only as an additional Security for the Raising and Paying the Portions and Maintenances, to and for such Daughter and Daughters as aforesaid, as are herein before directed or appointed to be raised and paid, and not for the raising any other Portions or Maintenances: **Provided**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that in the mean Time, and

Trustees may change Lives,

and on Surrender may renew the Leases for three new Lives.

The new Leases to be on the same Trusts.

Right to grant the Copyhold Premises.

Covenant that Sir *R. M.* shall pay to Trustees 6000*l.* Part of the Marriage Portion, or secure the same to be paid, to be by them laid out in a Purchase,

to the Uses before mentioned,

and for raising Portions for Daughters.

until

Trustees to
lay out the
6000 l. on
Mortgages,
or otherwise.

until such Purchase or Purchases as aforesaid shall be made, it shall and may be lawful to and for the said T. D. Junior, and F. P. and the Survivor of them, and the Executors and Administrators of such Survivor, with the Consent and Approbation of the said Sir R. M. (Party to these Presents) and Dame E. S. or the Survivor of them, and in case of their Death, at the Discretion of the said Trustees, or of the Survivor of them, to place out and dispose of the said 6000 l. or any Part or Parts thereof, upon some Mortgage or Mortgages, or other Security or Securities in the Exchequer, or elsewhere, and until some convenient Purchase or Purchases, Mortgage or Mortgages, Security or Securities can be had, to lodge or dispose with such Consent and Approbation, as aforesaid, the said Sum of 6000 l. or any Part or Parts thereof, with some Person or Persons, or in some Place or Places for safe Custody; and also that the Interest and Proceed that shall be made of the said 6000 l. or of any Part or Parts thereof, shall be paid, applied and disposed of to the same Uses, as the Rents and Profits of the Purchase or Purchases, when made, are to go and be paid. (Vide last Proviso in the last foregoing Settlement.) In Witness, &c.

A Settlement before Marriage, reciting that the intended Wife being possessed of several Freehold and Leasehold Estates, and South-Sea and other Stocks, conveys the same to Trustees to the several Uses therein mentioned, reserving to herself (in case of no Issue) the Disposal thereof, as she by Will, or otherwise, should think fit, (and reserving to her Husband 3000 l. and some Securities for Money, &c.)

(3.) **THIS Indenture Tripartite, &c. Between** the Reverend J. E. of, &c. of the first Part, M. K. of, &c. Spinster, sole Executrix and Residuary Legatee and Devisee of the last Will and Testament of R. K. late of, &c. Gent. her Cousin, deceased, of the second Part, and J. S. of, &c. and C. P. of, &c. of the third Part. **Whereas** a Marriage by God's Permission is shortly intended to be had and solemnised between the said J. E. and the said M. K. **And whereas** the said M. K. at the Time of executing of these Presents, is and stands seised in Fee-simple to her and her Heirs, of and in the several Freehold Messuages, Lands, Tenements and Hereditaments herein after mentioned and intended to be hereby granted and released: **And whereas** the said M. K. at the Time of executing hereof, is possessed of, interested in, and intitled unto a Leasehold Messuage and Lands thereto belonging, for the Remainder of a certain Term of 900 Years therein now to come, and herein after assigned; and also of, in and to a considerable other Personal Estate, consisting in ready Monies, long Exchequer Annuities, South-Sea Annuities, South-Sea trading Stock, Million Bank Stock and Army Debentures herein after mentioned, amounting in the whole to the Sum or Value of — or thereabouts: **And whereas** upon the Treaty, and previous to the said intended Marriage, it hath been and is agreed between the said J. E. and M. K. that the said Freehold Messuages, Lands, Tenements and Hereditaments of her the said M. K. should be by her granted and released unto the said J. S. and C. P. and their Heirs, to, for and upon the several Uses, and subject to the Trusts, Intents and Purposes, in such Manner as herein after is mentioned, limited, expressed and declared of and concerning the same; and that the Sum of — l. (being Part of the Personal Estate and Portion of her the said M. K.) shall be by her now paid to the said J. E. to and for his own Use and Benefit, and that as well the said Leasehold Messuages and Lands thereunto belonging, as also the said several Annuities, Stocks, and other the Residue of the Personal Estate of her the said M. K. together with the Interest, Dividends and Produce to arise and be made thereof, shall be by her assigned to and vested in them the said J. S. and C. P. to, for and upon the several Trusts, Intents and Purposes herein after also mentioned, expressed and declared of and concerning the same respectively: **Now this Indenture witnesseth**, that in Pursuance and Part of Performance of the said recited Agreement, and in Consideration of the said intended Marriage, and also in Consideration of the said Sum of 3000 l. of, &c. to him the said J. E. in Hand well and truly paid by the said M. K. at or before the Executing of these Presents, the Receipt whereof he the said J. E. doth hereby acknowledge, and thereof doth acquit, exonerate, and for ever discharge the said M. K. her Heirs, Executors Administrators and Assigns, by these Presents; and also in Consideration that he the said J. E. (over and besides the said Sum of — l. to him now paid) will by Virtue of the said intended Marriage be intitled to a considerable Part of the Personal Estate belonging to her the said M. K. consisting in several Securities by Bonds and Notes, and of several Household Goods and Furniture, Stock, and other Things, which are not intended to be by her herein after assigned, and for the Conveying, Settling and Assuring of the Freehold Messuages, Lands, Tenements and Hereditaments herein after mentioned and intended to be herein

Recitals, viz.
as to the intended Marriage.

As to the Freehold Estate.

As to the Leasehold Estate.

As to the Annuities and Stocks.

As to previous Agreement.

First Consideration, being the Release of the Freehold Premises.

herein and hereby granted and released to, for and upon the several Uses, Trusts, Intents and Purposes, and subject to the Provisoes, Powers and Agreements herein after mentioned, expressed and declared of and concerning the same; and also for and in Consideration of the Sum of 10*s.* of, &c. to her the said *M. K.* now paid by the said *J. S.* and *C. P.* the Receipt whereof is by her hereby acknowledged, and for divers other good and valuable Causes and Considerations her thereunto especially moving, the said *M. K.* (by and with the Knowledge, Privity, Consent and Approbation of the said *J. E.* her intended Husband, testified by his being a Party to, and executing of these Presents) hath granted, bargained, sold, aliened, released and confirmed, and by these Presents Doth grant, bargain, sell, alien, release and confirm unto them the said *J. S.* and *C. P.* (in their actual Possession now being) by Virtue of a Bargain and Sale to them thereof made by her the said *M. K.* for one whole Year, in Consideration of the Sum of 5*s.* of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between the said *M. K.* of the one Part, and the said *J. S.* and *C. P.* of the other Part, and executed before the Execution hereof, and by Force of the Statute for transferring Uses into Possession (in that Behalf made and provided) and to their Heirs and Assigns, All that, &c. (*Freehold Parcels*) and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the hereby granted and released Messuages, &c. and also all the Estate, Right, Title, Interest, Trust, Inheritance, Property, Claim and Demand whatsoever, both at Law and in Equity, of her the said *M. K.* or of any other Person or Persons in Trust for her, of, in, to or out of the said hereby granted and released Hereditaments and Premises, and every Part and Parcel thereof; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned and intended to be hereby granted and released, with their and every of their Appurtenances, unto the said *J. S.* and *C. P.* their Heirs and Assigns, to, for and upon the several Uses, Trusts, Intents and Purposes, and subject to the several Provisoes, Powers, Limitations and Agreements herein after mentioned, limited, expressed and declared of and concerning the same respectively; (that is to say) **To the Use and** Behoof of the said *M. K.* and her Heirs, until the Solemnizing of the said intended Marriage, and from and immediately after the Solemnization thereof, **Subject** to and charged with the Payment of an Annuity or yearly Sum of 30*l.* to *M. K.* Widow, Mother of the said *M. K.* Party hereto, during her natural Life, in such Manner as herein after is mentioned, in case the said *M. K.* Widow, shall happen to survive the said *M. K.* (Party hereto) but not otherwise, and so subject **To the Use** and Behoof of the said *J. E.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, other than voluntary Waste in pulling down Houses without rebuilding the same; and from and immediately after the Determination of that Estate, to the Use and Behoof of the said *J. S.* and *C. P.* and their Heirs, for and during the Life of him the said *J. E.* upon Trust to preserve the Contingent Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require; **But nevertheless in Trust** to permit and suffer the said *J. E.* and his Assigns, during his natural Life, to receive and take the Rents, Issues and Profits of the said Premises to and for his and their Use and Benefit; and from and after the Death of the said *J. E.* then to the Use and Behoof of the said *M. K.* his intended Wife, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste; and from and immediately after the Death of her the said *M. K.* Party hereto, (in case the said *M. K.* Widow, her Mother, shall be then living); then **To the Use** Intent and Purpose, that she the said *M. K.* Widow, and her Assigns, shall and may, during her natural Life, have, receive and take to and for her and their own Use and Benefit, out of all and singular the hereby released Hereditaments and Premises, one Annuity or yearly Sum of 30*l.* of lawful Money of *Great Britain*, clear of all Taxes, Charges and Incumbrances whatsoever; the said Annuity to be paid to her or them, upon the four most usual Feasts or Quarter-Days following, *viz.* on, &c. by four equal Portions; the first of which quarterly Payments to begin and be made on such of the said Feast-Days as shall next happen after the Death of the said *M. K.* Party hereto, (if the said *M. K.* Widow, her Mother, be then living) together with full Power for her the said *M. K.* Widow, and her Assigns, to enter upon and make Distress on the said herein before released Premises, in case Default shall be made in Payment of the said Annuity of 30*l.* by the Space of 20 Days next after any of the said Feast-Days whereon the same ought to be paid as aforesaid; and from and after the Decease of the Survivor of them the said *J. E.* and *M. K.* his intended Wife, (*Subject nevertheless* to, and charged with the Payment of the said Annuity or yearly Sum of 30*l.* to the said *M. K.* Widow, in Manner as aforesaid);

Habendum.

Uses.

Subject to an Annuity.

Uses of Husband and his Heirs for Life.

To Trustees to preserve contingent Remainders,

then as to the Annuity to the Mother.

Power of Distress.

said); then as to all and singular the hereby granted and released Hereditaments and Premises, **To the Use** and Behoof of the first Son, &c. (Vide Tit. **Limitations of Uses and Trusts**, p. 284.) and for Default of such Issue, then **To the Use** and Behoof of such Person or Persons, Use and Uses, Estate and Estates, and subject to such Proviso, Limitations and Agreements, as she the said *M. K.* (notwithstanding her intended Coverture, and whether Covert or Discover) shall by any Deed or Deeds, Writing or Writings, to be by her sealed and delivered in the Presence of three or more Credible Witnesses, or by her last Will and Testament in Writing, or by any Writing purporting to be her last Will, to be by her duly executed in the Presence of the like Number of Witnesses, (which Deed, Writing or Will, she the said *M. K.* is hereby, and by the said *J. E.* her intended Husband, enabled and impowered to make) shall give, direct, limit or appoint the same; and for want of such Gift, Direction, Limitation or Appointment, and until such Gift, Direction, Limitation or Appointment shall be made, and until such Estate and Estates so limited, directed or appointed, shall respectively commence and take Effect, and as such Estate or Estates so limited, directed or appointed, shall respectively end and determine; and as to such Part or Parts thereof, whereof no such Direction, Limitation or Appointment shall be made, **Then** as to the said Messuage or Tenement called, &c. **To the Use** and Behoof of the Right Heirs of her the said *M. K.* (Party hereto) for ever; **And** then as to the said Messuage, Farm, &c. **Upon the Trusts**, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same Term; and from and after the Determination of the said Term of 500 Years, and subject thereunto, and to the Trusts thereof, **To the Use** of *A. K.* (eldest Son of *W. K.*) Brother of her the said *M. K.* (Party hereto) his Heirs and Assigns for ever; and as for and concerning the said Term of 500 Years herein before limited to them the said *J. S.* and *C. P.* their Executors, Administrators and Assigns as aforesaid, it is hereby agreed and declared by all the Parties to these Presents, that the same Estate and Term was and is to them so limited upon the Trusts, Intents and Purposes, and subject to the Proviso herein after mentioned, expressed and declared of and concerning the same Term; that is to say, **In Case** there shall be no such Issue as aforesaid of the said intended Marriage, or such Deed, Writing, Will or Disposition made of the Premises comprised in the said Term of 500 Years by her the said *M. K.* by Virtue of the Power aforesaid, upon this special Trust, that they the Trustees, the said *J. S.* and *C. P.* and the Survivor of them, and the Executors, Administrators or Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of the said Premises so to them limited for the said Term of 500 Years as aforesaid, or by Leasing, Mortgaging, Sale, or other Disposition thereof, or of the Premises comprised therein, or of any Part thereof, as shall be by them the said Trustees, or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, thought fit and convenient, **Subject nevertheless** to Payment of the said Annuity of 30*l.* per Ann. to the said *M. K.* Widow, and her Assigns, during her natural Life, in Manner as aforesaid) levy and raise the Sum of 500*l.* of lawful Money of Great Britain, to and for the only Use and Behoof of *R. R.* Wife of *J. R.* and Sister of the said *M. K.* (Party hereto) if then living, but not otherwise; **And also** of the further Sum of 500*l.* of like lawful Money, to and for the only Use and Benefit of *B. K.* Spinster (Niece of her the said *M. K.* (Party hereto) and Sister of the said *A. K.* if then living, but not otherwise); the said several Sums of 500*l.* a-piece so payable to them the said *R. R.* and *A. K.* upon the Contingency, and by Virtue of the Trust aforesaid, to be paid to them respectively within 12 Months next after he the said *A. K.* shall be in the actual Possession of the said Messuage, &c. aforesaid, so to him made by Virtue of the Limitation thereof, upon the Contingency aforesaid: **Provided always**, and it is hereby agreed and declared by and between all and every the said Parties to these Presents, that if the said *A. K.* his Heirs, Executors or Assigns, shall and do well and truly pay, or cause to be paid unto the said *M. K.* Widow, and her Assigns, during her natural Life, or well and sufficiently secure to be paid to her good Liking, the said Annuity or yearly Sum of 30*l.* clear of all Taxes and Deductions, at the Times and in Manner as aforesaid, (in case she the said *M. K.* Widow, shall become intitled to the same by Virtue of these Presents); **And also** if the said *A. K.* his Heirs, Executors or Assigns, shall and do well and truly pay, or cause to be paid unto the said *R. R.* and *A. K.* (his Daughter) the said several Sums of 500*l.* a-piece, in case they shall respectively become intitled to the same, upon the Contingency, and by Virtue of the Trusts aforesaid, and within the Time aforesaid; and also from and after Payment of all Costs and Charges to the said Trustees, touching their Execution of the Trusts relating to the said Term of 500 Years, then and from thenceforth the said Term of 500 Years shall cease, determine, and

Remainder to
such Uses as
Wife by Deed
or Will should
direct;

and in Default
of such Direction,
as to Part of Premises,
to the Use of the
Heirs of the Wife;
and as to Residue,
to the two Trustees
for 500 Years,
and subject to that
Term, to the Use of
the Wife's Brother
in Fee.

Declaration
of the Trusts
of the 500
Years Term,
to pay 500*l.*
and 500*l.*
to the Sister
and Niece of
the Wife.

and be utterly void: **And this Indenture further witnesseth**, that in further Pursuance and Performance of the said recited Agreement, and for the several Considerations aforesaid, and to the Intent the said Leasehold Messuage, Lands and Premises herein after mentioned, may be assigned, settled and assured, to, for and upon the several Trusts, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same; and also for and in Consideration of the further Sum of 10*s.* of like lawful Money to her the said *M. K.* (Party hereto) now also paid by them the said *J. S.* and *C. P.* the Receipt whereof is by her hereby also acknowledged, she the said *M. K.* (Party hereto) by and with the Knowledge, Privity, Consent and Approbation of the said *J. E.* testified as aforesaid, **Hath** bargained, sold, assigned, transferred, and set over, and by these Presents **Doth** bargain, sell, assign, transfer, and set over, unto the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, all that Leasehold Messuage, &c. and also all the Estate, Right, Title, Interest, Trust, Reversion, yearly and other Rents, Issues and Profits, Term or Terms of Years to come and unexpired, Property, Claim and Demand whatsoever, both at Law and in Equity of her the said *M. K.* Party hereto, or of any Person or Persons in Trust for her, of, in, to or out of the said hereby assigned Leasehold Messuage or Tenement, Lands and Premises, and every Part and Parcel thereof, by Virtue of the Indenture of Lease, whereby the said Premises are held and enjoyed, or otherwise howsoever, together with the said Indenture of Lease, and all Benefit and Advantage whatsoever to be had or made thereof; **To have and to hold** the said Leasehold Messuage or Tenement, Lands, and all and singular other the Premises herein before mentioned and intended to be hereby assigned, with their and every of their Appurtenances, unto them the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, from thenceforth, for and during all the Rest, Residue and Remainder of the before mentioned Term of 500 Years, which is now to come and unexpired, and of any other Term or Terms which the said *M. K.* (Party hereto) hath or is intitled to in the said Lease and Premises; **Subject nevertheless** to the Payment of such yearly Rent, and to the several Covenants, Conditions and Agreements, as in the said Indenture of Lease are reserved and contained, and which from henceforth on the Lessee's Part are to be paid and performed, **And so subject**, then to, for and upon the several Trusts, Intents and Purposes, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same; that is to say, **In Trust** for her the said *M. K.* (Party hereto) her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, in Trust to permit and suffer the Rents, Issues and Profits of the said hereby assigned Leasehold Premises, to be had, received and enjoyed by the said *J. E.* and his Assigns, for and during so many Years of the said Term of 500 Years which are yet to come and unexpired, as he shall happen to live; and from and immediately after his Decease, **In Trust** to permit and suffer the Rents, Issues and Profits of the said hereby assigned Leasehold Premises to be had, received and enjoyed by the said *M. K.* (Party hereto) and her Assigns, for and during so many Years of the said Term of 500 Years, as she the said *M. K.* shall happen to live; and from and immediately after the Death of the Survivor of them the said *J. E.* and *M. K.* his intended Wife, **In Trust** to permit and suffer the Rents, Issues and Profits of the said hereby assigned Premises to be had, received and enjoyed by the first Son of the said *J. E.* on the Body of the said *M. K.* his intended Wife, until such Son shall attain his Age of 21 Years; and from and after such first Son shall attain his said Age of 21 Years, then in Trust for such first Son, his Executors, Administrators and Assigns, for the Rest and Residue of the said Term of 500 Years; but in case such first Son shall happen to die before his Age of 21 Years, then **In Trust** for the second and all other the Sons of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten successively as they shall be in Priority of Birth, until the Elder of such Sons shall respectively attain his and their Age of 21 Years: **Provided always**, that in case any of such Sons shall attain his Age of 21 Years, then in Trust, and to the Intent and Purpose, that the intire and absolute Interest of the said Term shall vest in such of the said Sons as shall first attain his Age of 21 Years, and shall go to the Executors, Administrators and Assigns of such Son, as shall first attain his Age of 21 Years as aforesaid, during the Rest and Residue of all the said Term of 500 Years therein, which shall be then to come and unexpired; and that in such Case the Limitation over of the Trusts of the said 500 Years Term, to the said younger Sons and subsequent Issue Male, and also to the Daughters of the said Marriage, shall be void and of no Effect; and in Case there shall be no Issue Male of the said *J. E.* on the Body of the said *M. K.* (Party hereto) to be begotten, that shall attain his Age of 21 Years; that then and in such Case, the said Leasehold Premises shall be **In Trust** for all and every of the Daughters of the said *J. E.*

As to the Assignment of the Leasehold Estate.

Habendum.

Trusts to the Wife till Marriage.

To the Husband for Life, Remainder to the Wife,

Remainder to the first and other Sons,

Remainder to the Daughters.

As to the Annuities and Stocks, &c. being transferred to the Trustees.

Declaration of the Trusts thereof.

After the Marriage, in Trust for the sole and separate Use of the Wife, during her Life,

not subject to the Husband's Control.

J. E. on the Body of the said *M. K.* his intended Wife to be begotten, for the Residue of the said Term of 500 Years; such Daughters to take Share and Share alike, as Tenants in Common, and not as Jointenants: **Provided** that if any of the said Daughters should die before the Age of 21 Years unmarried, that then and so often the Share or Shares of her or them so dying, shall go to the surviving Daughters or Daughter, for the Residue of the said Term of 500 Years; such surviving Daughters to take Share and Share alike, as Tenants in Common, and not as Jointenants: **Provided also**, in case there shall be no Daughter of the said intended Marriage, or in case there shall be one or more such Daughters, and all of them shall die under the Age of 21 Years and unmarried, then the said Trust and Benefit of the said Leasehold Premises shall be and remain for such Person or Persons, upon such Conditions, Manner and Form, or to, for, or upon such Trusts, Intents and Purposes, as she the said *M. K.* Party hereto, notwithstanding her Coverture, or whether Covert or Discover, shall by any such her Deed, Writing or last Will, to be by her so executed and testified in Manner as aforesaid, give, dispose, limit, direct or appoint. **And**, &c. (Vide the last foregoing Settlement under Tit. Power to make Leases): **And whereas** the said *M. K.* (Party hereto) in Pursuance of her said recited Agreement, hath transferred and assigned in the proper Books for that Purpose unto them the said *J. S.* and *C. P.* and which has been by them accepted; or it is agreed and intended, that she the said *M. K.* (Party hereto) shall well and sufficiently transfer and assign all and singular the before mentioned long Exchequer Annuities, *South-Sea* Annuities, *South-Sea* trading Stock, Million Bank Stock and Army Debentures, amounting in the whole to the aforesaid Sum or Value of — or thereabouts, as in and by the several Entries thereof made, or intended to be made in the respective Books belonging to the several proper Offices, Stocks and Companies wherein the said Transfers and Assignments are so made or intended, more fully and at large may appear: **Now this Indenture further witnesseth**, that in Pursuance and full Performance of the said recited Agreement, and in Consideration of the said intended Marriage, and for other the several Considerations aforesaid, **It is hereby** agreed and declared by and between all and every the Parties hereto, and the true Intent and Meaning of them and of these Presents is and are, that the said Exchequer Annuities or *South-Sea* Annuities, *South-Sea* trading Stock, Million Bank and Army Debentures so transferred and assigned, or agreed or intended to be transferred or assigned to them the Trustees, the said *J. S.* and *C. P.* as aforesaid, were and are to them the said Trustees so transferred and made over, or agreed or intended to be so transferred and made over to them, upon the several Trusts, Intents and Purposes, and under and subject to the several Provisoes, Powers and Agreements herein after mentioned, expressed and declared of and concerning the same; (that is to say) **In Trust** for the said *M. K.* (Party hereto) her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage; and from and immediately after the Solemnization thereof, **Then upon this further Trust**, that they the said Trustees, or the Survivor of them, his Executors, Administrators or Assigns, (during the said intended Coverture between the said *J. E.* and *M. K.* his intended Wife) shall and will either pay to, or permit and suffer, and so far as they lawfully may, authorise and empower her the said *M. K.* and her Assigns, (the same to be at her Election) to receive all the Interest, Dividends, Profits, and other Produce whatsoever, to be had or made of the said Exchequer Annuities, *South-Sea* Stock and Annuities, Million Bank Stock and Army Debentures so transferred to them the said Trustees as aforesaid, and every Part and Parcel thereof; the same to go and be to and for the sole, separate, personal and peculiar Use, Benefit and Dispose of her the said *M. K.* and her Assigns, during her Life, and not to be paid to the said *J. E.* her intended Husband, or as he shall appoint, but to be paid to the proper Hands of her the said *M. K.* his intended Wife, or to such other Person or Persons, as she by any Note or Writing, to be by her signed with her Name of her own proper Hand Writing, (notwithstanding her intended Coverture, and whether Covert or Discover) shall from Time to Time direct or appoint; and that the same, or any Part thereof, shall not in any wise be subject or liable to the Disposol, Intermedling, Control, Engagements, Debts or Incumbrances of the said *J. E.* her intended Husband, and that the Receipts of her the said *M. K.* (Party hereto) signed with her own proper Hand, (notwithstanding such her intended Coverture) or of such Person or Persons so by her appointed to receive the same as aforesaid, shall from Time to Time and at all Times be good and sufficient Discharges, as well to the said Trustees, their Executors, Administrators and Assigns, as also to all and every other Person or Persons who is, are or shall be liable to pay the same, or any Part thereof, for so much thereof as shall be by her or them thereby acknowledged to be so received; and from and after the Death of her the said *M. K.* (in case there shall be any Child or Children of the Body of the said *J. E.* on the Body of the said *M. K.* his intended Wife begotten, which shall

shall be then living.) **Then upon this further Trust**, that they the said Trustees and the Survivor of them, his Executors, Administrators or Assigns, do and shall pay, apply and dispose as well of all and singular the said Annuities, Stocks and other the Premises so transferred to them as aforesaid, as also of all the Interest, Dividends, Profits and other Produce to arise or be had or made thereof, unto and amongst such Child or Children which shall be then living, in such Parts, Shares and Proportions, and upon such Conditions, Manner and Form, as the said *M. K.* (notwithstanding her intended Coverture, and whether Covert or Discover) shall by any such her Deed or Writing, or by her last Will and Testament to be by her so executed, and testified in Manner as aforesaid, give, dispose, limit, direct or appoint the same; and for want of such Gift, Disposition, Limitation, Direction or Appointment, then the same to go and be equally divided between or amongst all and every such Children (if more than one) Part and Share alike, and to be paid to them respectively in Manner as follows, (that is to say) To be paid to such of them as shall be a Son or Sons at his or their Age or Ages of 21 Years (if he or they live so long), and unto such of them as shall be a Daughter or Daughters at her or their Ages of 18 Years or Days of Marriage, which shall respectively first happen (if either of them live so long); but if any of the said Children die before their Parts or Shares of and in the said Annuities, Stocks, Monies and other the Premises so transferred as aforesaid, shall become payable; then the Parts and Shares of him, her or them so dying, with Interest thereof, from the Death of the same Child or Children respectively, shall be paid to the Survivors or Survivor of such Child or Children, when and as their respective Parts or Shares shall or have become due and payable; and in Case there shall be no such Child of the Body of the said *M. K.* by the said *J. E.* her intended Husband begotten, living at the Time of the Death of the said *M. K.* or in Case there being such Child or Children, and all of them shall happen to die before any of their Parts or Portions shall become due and payable; **Then**, and in such Case, **Upon this further Trust**, that they the said Trustees, or the Survivor of them, his Heirs, Executors, Administrators or Assigns, (in Case the said *J. E.* shall survive and outlive the said *M. K.* his intended Wife) shall and do pay, or else permit and suffer him the said *J. E.* and his Assigns, to receive the Interest, Produce and Profits from thenceforth to arise, or be had or made of all and singular the said Annuities, Stocks and other the Premises so transferred as aforesaid, during his natural Life only, to and for his and their own Use and Benefit; and from and immediately after the Death of him the said *J. E.* **Then upon this further Trust**, in Case of no such Issue of the said intended Marriage that shall live to be intitled to the said Annuities, Stocks and other the Premises so transferred as aforesaid, by Virtue of the Limitations or any of them herein before made of the same Premises, that then the same Premises (except the Sum of 2000*l.* Capital Stock, Part thereof therein after by her the said *M. K.* so to be given and disposed of, if she shall so think fit) to go and be transferred and assigned **To and for** the only Use and Benefit of the Survivor of them the said *J. E.* and *M.* his intended Wife, and of the Executors, Administrators and Assigns of such Survivor, and to, for and upon no other Trust, Intent or Purpose whatsoever: **Provided always**, and it is hereby expressly declared and agreed by and between all the said Parties hereunto, and the true Intent and Meaning of these Presents is, that in Case the said *M. K.* shall at any Time hereafter, during the said intended Coverture, think fit to have 2000*l.* Capital Stock, Part of the said Annuities, Stocks and other the Premises so transferred to them the said Trustees as aforesaid, sold and disposed of, and to have the Monies arising by such Sale to and for her own sole and separate Use and Benefit; that then and in such Case they the said Trustees or either of them, the Survivor of them or either of them, his Executors, Administrators and Assigns, shall, when required by her the said *M. K.* Party hereto, absolutely sell and dispose of 2000*l.* Capital Stock, so vested in them as aforesaid, and immediately after such Sale shall and do pay, or cause to be paid, all and every the Sum and Sums of Money arising by such Sale or Sales of the said 2000*l.* Capital Stock, to her the said *M. K.* to and for her sole and separate Use, Benefit and Dispose, in such Manner as she shall think fit; or else shall pay the same (to be at the sole Election of her the said *M. K.*) to such Person or Persons, Use and Uses, Trusts, Intents and Purposes, and in such Manner and Form, as she the said *M. K.* notwithstanding such her intended Coverture (and whether Covert or Discover) shall by any such Deed, Writing or last Will to be by her so executed and testified in Manner as aforesaid, give, dispose, direct, limit and appoint the same; any thing herein before contained to the contrary thereof, in any wise notwithstanding: **Provided also**, and it is hereby further expressly agreed and declared by and between all and every the Parties to these Presents, that it shall and may be lawful to and for the said Trustees and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, (at the Request and by and with the Consent and Approbation of the said *J. E.* and *M. K.* during

afterwards to
her Children.

If no Chil-
dren,

in Trust to
permit Inte-
rest and Di-
vidends to be
received by
the Husband
for his Life,
and after his
Death to go
to Survivor of
Husband and
Wife, except
2000*l.* Part
thereof to be
at Dispose of
Wife by her
Deed or Will.

Power for
Trustees to
sell 2000*l.*
Part of the
Stocks, and to
pay the same
to the sepa-
rate Use and
Dispose of the
Wife.

A Power for
Trustees, by
joint Consent
of Husband
and Wife, to
sell all the

Stocks, (except the 2000*l.* for the Purpose aforesaid) and to pay the Monies arising by such Sale to Husband and Wife, or such Uses as they shall direct, &c.

Husband covenants to join.

Power for the Wife, in Case of no Issue, to dispose of the Premises as she should think fit.

during their joint Lives (but not otherwise), such Consent to be testified in Writing under their joint Hands and Seals executed in the Presence of two or more credible Witnesses) at any Time during the said intended Coverture, to sell and dispose of the said Exchequer Annuities, South-Sea Annuities, South-Sea Trading Stock, Million Bank and Army Debentures, or of any Part or Parcel thereof (subject nevertheless in the first Place to the Raising and Paying thereof of the said 2000*l.* Capital Stock, to and for the sole and separate Use and Dispose of her the said *M. K.* in Manner as aforesaid) at the best Price, and for the most Money, that can respectively be got for the same; **And upon this further Trust**, that they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, (by and with such joint Consent of them the said *J. E.* and *M. K.* to be so testified as aforesaid, but not otherwise) shall and do pay and dispose of all and every the Sum and Sums of Money arising by such Sale or Sales of the said Annuities, Stocks and other the same Premises (subject in Manner as aforesaid) to them the said *J. E.* and *M. K.* Party hereto, to and for their own Use and Benefit, or else shall and do apply, pay and dispose of the same to and for such Uses, Intents and Purposes, and in such Manner, as they the said *J. E.* and *M. K.* by any such their joint Deed, to be by them so executed and attested as aforesaid, shall limit, direct or appoint touching or concerning the same; any thing herein before contained to the contrary thereof in any wise notwithstanding: **And** the said *J. E.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, by these Presents, in Manner as follows, (that is to say) That in Case it shall so happen that the said *M. K.* (Party hereto) shall not, before the Solemnization of the said Marriage, transfer and assign in the proper Books for that Purpose, unto the said *J. S.* and *C. P.* the before mentioned long Exchequer Annuities and other the Stocks and Premises transferred or agreed to be transferred as aforesaid, or any of them; that then and in such Case he the said *J. E.* shall at any Time, upon Request made to him by the said *J. S.* and *C. P.* or either of them, their or either of their Executors or Administrators, join with the said *M. K.* his intended Wife, in the transferring and assigning of the said long Exchequer Annuities and South Sea Annuities, and other the same Premises herein before mentioned to be transferred, as aforesaid, unto them the said *J. S.* and *C. P.* their Executors and Administrators; **Subject nevertheless** to the several Trusts and to the Intents and Purposes herein before mentioned and declared touching the said Premises or any Part thereof, and that he the said *J. E.* shall do any further or reasonable Act or Acts for the Purposes aforesaid: **And further**, that (for and notwithstanding any Act, Matter or Thing whatsoever by him the said *J. E.* to be had, made, done, committed, executed, suffered or assented unto) it shall and may be lawful to and for the said *M. K.* his intended Wife, at any Time or Times hereafter, during her Coverture, and at all Times, in Case of no Issue of the said intended Marriage living, who shall be intitled to the said hereby granted and released Freehold Hereditaments and Premises, and also to the said Leasehold Messuage, Lands and Premises, and to the said Annuities, Stocks and other the personal Estate of her the said *M. K.* Party hereto, in Manner as aforesaid, **Subject nevertheless** to the Limitation and Provision herein before made, limited and provided, **In Trust** for the said *J. E.* in Case he shall survive the said *M. K.* his intended Wife, of and in the respective Premises upon the several Contingencies aforesaid, **To make** such Deed, Writing or Will in Manner aforesaid, and thereby give, direct, limit, appoint and dispose as well of the said hereby granted, released and assigned Freehold and Leasehold Messuages, Lands, Hereditaments and Premises, **As also** of the said 2000*l.* Capital Stock, out of the said Annuities, Stocks and other the Premises to be by her disposed of as aforesaid, to such Person or Persons, and to and for such Uses, Trusts, Intents and Purposes, and in such Manner and Form, as she the said *M. K.* (notwithstanding her said intended Coverture, and whether Covert or Discover) shall at any Time think fit; **And** that he the said *J. E.* his Heirs, Executors or Administrators, and all and every other Person or Persons whosoever, claiming by, from or under him or them, shall not question, controvert, obstruct or hinder such Disposition of her the said *M. K.* (Party hereto) of and in the said respective Premises so to be by her given and disposed of as aforesaid: **And further**, that all and all Manner of such Gifts and Dispositions whatsoever, to be by her the said *M. K.* so given, made and done, as well of the said hereby released and assigned Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, as also of the said Sum of 2000*l.* herein before appointed to be by her the said *M. K.* (Party hereto) given or disposed of out of the said Annuities, Stocks, and other the Premises so assigned upon the Trusts aforesaid, shall at all Times be as good and effectual in the Law to all Intents, Constructions and Purposes whatsoever, as if he the said *J. E.* had himself joined in the same with them the said Trustees or her the said *M. K.* (Party

(Party hereto), or as if she were a Feme Sole: **And further**, that the said *J. S.* and *C. P.* their Heirs, Executors and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold and enjoy as well the said hereby respective released and assigned Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, as also the said Annuities, Stocks and other the Premises so vested in them as aforesaid; nevertheless upon the several Uses, Trusts, and subject to the several Provisoes and Agreements herein and hereby mentioned, limited, expressed and declared, of and concerning the same, without any Let, Disturbance or Interruption of the said *J. E.* or any Person or Persons claiming or to claim, by, from or under him the said *J. E.* his Executors, Administrators and Assigns, or by his or their Means, Consent, Privity or Procurement: **And moreover**, that he the said *J. E.* his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, or any or either of them, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances, Assignments and Assurances in the Law whatsoever, as well for the corroborating and strengthening of these Presents, as also for the further and better conveying, assigning, assuring and confirming of all and singular the herein before mentioned and intended to be hereby released and assigned Freehold and Leasehold Premises, as likewise of the said Annuities, Stocks and other the Premises respectively, unto the said *J. S.* and *C. P.* their Heirs, Executors and Assigns respectively, (nevertheless to the several Uses, upon the several Trusts, Intents and Purposes, and subject to the several Provisoes, Conditions and Agreements herein and hereby respectively mentioned, expressed and declared, of and concerning the same) as by their or any of their Counsel learned in the Law shall in that Behalf be reasonably advised or required: **Provided always**, and it is hereby intended, agreed and declared by and between all the Parties to these Presents, that it shall and may be lawful to and for the said Trustees, and each of them, their and each of their Heirs, Executors, Administrators and Assigns from Time to Time, in the first Place to deduct, retain and reimburse unto him and themselves respectively, by and out of the Rents, Issues and Profits, Interest, Dividends and Produce of the said hereby released and assigned Freehold and Leasehold Premises, and of the Annuities, Stocks and other the Premises so vested and intended to be vested in them as aforesaid, all such Costs, Charges, Damages, and Expences, as they or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, shall or may pay, expend, sustain or be put unto, in or about the Performance or Execution of the several Trusts hereby in them reposed, or in any wise concerning the same. **Provided, &c.** (*Vide last Proviso in the first Marriage Settlement.*)

Quiet Enjoyment for Trustees.

Covenant for further Assurance.

Trustees to be reimbursed their Expences in executing the Trusts.

Settlement, before Marriage, of the intended Wife's Money, in Trust that the Husband may have the Interest thereof during his Life, and afterwards to be at the Wife's Disposal.

THIS Indenture Tripartite, &c. Between *W. M.* of, &c. of the first Part, (4.)

H. O. Widow of, &c. of the second Part, and *W. W.* of, &c. (a Trustee nominated and appointed by them the said *W. M.* and *H. O.* for the Trusts, Intents and Purposes herein after mentioned and expressed) of the third Part. **Whereas** a Marriage, by Divine Permission, is shortly intended to be had and solemnized between the said *W. M.* and *H. O.* **And whereas** the said *H. O.* being possessed of, and intitled to the Principal Sum of 250*l.* her own proper Monies, she the said *H. O.* (by and with the Consent and Approbation of the said *W. M.* testified by his being Party to, and Signing and Sealing of these Presents) hath on the Day of the Date hereof paid and deposited the same into the Hands of the said *W. W.* (the Receipt whereof is by him hereby acknowledged), and previous to the said intended Marriage, it was and is agreed by and between the Parties hereto, that the said Principal Sum of 250*l.* together with all the Interest and other Produce and Profits thereof, should from thenceforth go and be to, for and upon the several Uses, Trusts, Intents and Purposes herein after mentioned and expressed of and concerning the same: **And whereas** the said *W. W.* hath agreed to pay Interest for the said Sum of 250*l.* so deposited in his Hands as aforesaid, after the Rate of 4*l.* per Cent. per Ann. until the same shall be placed and laid out in some other good and sufficient Securities, either Real or Personal, in such Manner as herein after is mentioned and expressed of and concerning the same: **Now this Indenture witnesseth**, That in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said intended Marriage, and of the Fortune of her the said *H. O.* consisting of Household Goods, Furniture and other Things,

250*l.* deposited in Trustee's Hands.

Trustee to pay Interest.

Agreement.

To place out
the Money in
some Fund or
otherwise up-
on Security.

The intended
Husband to
receive the In-
terest for his
own Use.

Power for the
intended Wife
to make a
Will, and give
said 250*l.* to
her Children,
or as she shall
think fit.

Things, which the said *W.M.* will be intitled to and have by Virtue of the said Marriage, **It is** hereby agreed and declared by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and of these Presents, is and are, that the said Principal Sum of 250*l.* so by her the said *H.O.* paid and deposited into the Hands of the said *W.W.* as aforesaid, together with the Interest, Profits and other Produce to arise or be had or made thereof, shall from henceforth go, be paid, applied and disposed of, to, for and upon the several Trusts, Intents and Purposes, and under and subject to the Proviso and Agreements herein after mentioned, expressed and declared, of and concerning the same, that is to say, **In Trust** for the said *H.O.* her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization thereof, **Then upon this further Trust**, That he the said *W.W.* his Executors, Administrators and Assigns, shall and do, as soon as conveniently can or may be, by and with the Consent and Approbation of the said *W.M.* and *H.O.* his intended Wife, during their joint Lives, and of her the said *H.O.* in case she survives the said *W.M.* such Consent to be testified by any Writing under their or her Hand and Seal, and executed in the Presence of two or more credible Witnesses, but not otherwise, lend and place out the said Principal Sum of 250*l.* or any Part thereof, either in some publick Bank Stock or Fund, or else upon one or more good and sufficient Securities, either Real or Personal, and in such Manner, as he the said *W.W.* his Executors, Administrators or Assigns, by and with such Consent so testified as aforesaid, shall in his and their Discretion think fit, together with full Power for him and them, with such Consent so testified in Manner as aforesaid, but not otherwise, as Occasion shall or may require, to call in and new place out the said Sum of 250*l.* so placed out as aforesaid, upon any new Security or Securities, either Real or Personal, and by and with the like Consent and Approbation as aforesaid, to lend and place out the same Monies upon any other good and sufficient Securities, either Real or Personal, so as the best annual Interest be made thereof, as can or may be, without lessening the Principal: **And upon this further Trust**, That he the said *W.W.* his Executors, Administrators and Assigns, shall and do permit and suffer, or else sufficiently authorise and empower the said *W.M.* to receive all the Interest, Profits and Produce, to arise, be had, or made of the said Sum of 250*l.* during his natural Life, to and for his own Use and Benefit; and from and immediately after his Decease, **Then upon this further Trust**, That he the said *W.W.* his Executors, Administrators and Assigns, shall and do either pay to, or else well and sufficiently authorise and empower the said *H.O.* and her Assigns, to have, receive and take the Rents, Issues and Profits, and other Produce of the said 250*l.* and every Part thereof, to and for her own Use and Benefit; and from and immediately after the Death of the Survivor of them, the said *W.M.* and *H.O.* his intended Wife, in case there shall be any Child or Children of their Bodies between them begotten then living, **Then upon this further Trust**, That he the said *W.W.* his Executors, Administrators and Assigns, shall and do, pay, apply and dispose of the said Principal Sum of 250*l.* and of all the Interest, Profits and Produce to arise, or be had, or made thereof, unto and amongst such Child or Children, which shall be then living, in such Parts, Shares and Proportions, and upon such Conditions, Manner and Form, as she the said *H.O.* notwithstanding her intended Coverture, and whether Covert or Discover, by any Deed or Writing, or by her last Will and Testament in Writing, to be by her duly executed in the Presence of two or more credible Witnesses, shall give, direct, limit or appoint the same, (which Deed, Writing or Will, she the said *H.O.* is hereby, and by the said *W.M.* her intended Husband, enabled and empowered to make); and for want of such Gift, Disposition, Direction, Limitation or Appointment, then the same to go and be equally divided amongst such Children, if more than one, Part and Share alike, and to be paid to him, her or them, at his, her or their respective Age or Ages of 21 Years or Days of Marriage, which shall first happen; **And upon this further Trust**, That in case there shall be no such Child or Children living at the Time of the Death of the Survivor of them the said *W.M.* and *H.O.* his intended Wife, or if such, and they shall all happen to die before their respective Ages of 21 Years or Days of Marriage as aforesaid, then and in such case, **Upon this further Trust**, That he the said *W.W.* his Executors, Administrators and Assigns, shall and do transfer and assign, as well the said Principal Sum of 250*l.* and all Securities which shall be then taken for the same, to such Person and Persons, and to and for such Uses, Trusts, Intents and Purposes, and under such Conditions, as she the said *H.O.* notwithstanding her intended Coverture, and as if she were a Feme Sole, shall by any such her Deed, Writing or last Will and Testament in Writing, to be by her so executed and testified in Manner as aforesaid, give, dispose, direct, limit or appoint the same; and for want of such Gift, Disposition, Direction, Limitation or

or Appointment thereof, then the same shall go and be assigned to and for the only Use and Benefit of—and to, for, and upon no other Use, Trust, Intent or Purpose whatsoever. And the said *W.W.* for himself, his Heirs, Executors, and Administrators, Doth hereby covenant, promise and agree to and with the said *W.M.* and *H.O.* his intended Wife, and to and with the Representatives of the said *H.O.* by these Presents, that he the said *W.W.* his Heirs, Executors and Administrators, shall and will well and truly pay or cause to be paid by Half-yearly Payments unto the said *W.M.* and *H.O.* his intended Wife, during their joint Lives, and to the said *H.O.* during her Life, and to her Representatives after her Death, Interest for the said Principal Sum of 250*l.* after the Rate of 4*l.* per Cent. per Ann. for and during, and until such Time only as the same shall be by him or them put and placed out upon some other good and sufficient Real or Personal Securities, by and with such Consent, and upon the several Trusts, and in Manner as herein before mentioned and expressed touching and concerning the same. And the said *W.M.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree, to and with the said *W.W.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, that is to say, That for and notwithstanding any Act, Matter or Thing whatsoever, by him the said *W.M.* to be had, made, committed, executed, suffered or assented unto, it shall and may be lawful to and for the said *H.O.* his intended Wife, at any Time or Times during her Coverture, and at all Times (in case of no Issue of the said intended Marriage living, who shall be intitled to the said Principal Sum of 250*l.* and the Interest and Produce thereof) to make such Deed, Writing or Will, in Manner as aforesaid, and thereby give, direct, limit, appoint and dispose of the same Monies and Premises, and every Part thereof, to such Person and Persons, and to and for such Use and Uses, Trusts, Intents and Purposes, and in such Manner and Form, as she the said *H.O.* notwithstanding her said intended Coverture, and whether Covert or Discovert, shall at any Time think fit; And that he the said *W.M.* his Executors and Administrators, and all and every other Person and Persons whosoever, claiming by, from or under him or them, shall not question, controvert, obstruct or hinder such Disposition of her the said *H.O.* his intended Wife, of and in the said respective Premises, so to be by her given and disposed of as aforesaid: And further, that all and all Manner of such Gifts and Dispositions whatsoever, to be by her the said *H.O.* so made and done of the said Principal Sum of 250*l.* and Premises and every Part thereof, shall be at all Times as good and effectual in the Law, as if the said *W.M.* had himself joined in the same with the said *W.W.* or with her the said *H.O.* or as if she were a Feme Sole: And further, that the said *W.W.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold and enjoy the said Principal Sum of 250*l.* and Premises and every Part thereof, nevertheless upon the several Trusts, Intents and Purposes, and subject to the Proviso herein and hereby mentioned, expressed and declared, of and concerning the same, without any Lett, Disturbance or Interruption of the said *W.M.* or of any Person or Persons claiming or to claim by, from or under him the said *W.W.* his Executors, Administrators or Assigns, or by his or their Means, Consent, Privity or Procurement: And moreover that he the said *W.M.* &c. (Vide Covenant for further Assurance in the last foregoing Settlement. Vide last Covenant in the foregoing Settlement for reimbursing Trustees). In Witness, &c.

Covenant for Payment.

Husband's Consent to the Wife's Disposal.

Wife's Disposal to be as effectual as if the Husband joined with her.

A Settlement before Marriage, being of a London Widow's Estate, whereof Part to the intended Husband, other Part to pay the late Husband's Debts, and Residue for the Widow's separate Use.

THIS Indenture Tripartite, &c. Between *A.B.* of the first Part, *T.C.* (Executrix of *Z.C.* deceased) of the second Part, and *E.F.* and *G.H.* (the Trustees) of the third Part. **Whereas** a Marriage is, by the Grace of God, intended shortly to be hereafter had and solemnized between the said *T.C.* and the said *A.B.* **And whereas** the said *T.C.* in her own Right, and as Executrix to her late Husband deceased, is possessed of, and is intitled unto, in ready Money, Securities for Money, Book Debts, Plate, Household Stuff, Goods, Timber, Leather and other Materials belonging to the Trade of a Coachmaker, and other personal Estate to the Value of 1700*l.* and upwards, as appears by the Schedule hereunto annexed: **And whereas** the said *T.C.* now is and stands indebted to several Persons upon her own Account, and as Executrix to the said *Z.C.* deceased, in several Sums of Money, amounting in the Whole to 600*l.* or thereabouts, and is desirous to provide for the just and true Payment of her and her said late Husband's Debts, and Satisfaction of her and her said late Husband's Creditors: **And whereas** the said *A.B.*

(5.)

Recitals.
The intended Marriage.
As to the Widow's Estate, &c.

As to her Debts.

Marriage Portion: and

and *T.C.* have agreed, that the said *A.B.* shall have and receive to his own proper Use and Benefit, out of the Estate hereby intended to be assigned, the full Sum of 700*l.* to be paid as herein after expressed, as the complete Marriage Portion of the said *T.C.* and that all the Residue of the same Estate shall be and remain for the sole and seperate Use and Benefit of the said *T.C.* notwithstanding the Coverture between them: **And whereas** both of them are willing and content, and before their said Intermarriage have agreed, that the said Monies, Securities, Debts, Personal Estate and Premisses, shall be transferred and assigned unto the said *E.F.* and *G.H.* as well for the Payment of the said Debts, and of the said 700*l.* unto the said *A.B.* as also upon other the Trusts herein expressed and declared:

Now witness these Presents, That the said *T.C.* for the Purposes aforesaid, and for Consideration of the said Marriage, and of the Sum of 5*s.* of lawful Money of, The Widow's *£c.* to her in Hand paid by the said *E.F.* and *G.H.* before the Sealing and Delivery hereof, **hath** granted, bargained, sold, assigned and set over, and by these Presents, Assignment of all to the Trustees. **Doth, &c.** unto the said *E.F.* and *G.H.* their Executors, Administrators and Assigns, **All** the several Judgments, Securities, Notes, Bills, Bonds, Book Debts and Demands whatsoever, of the said *T.C.* in her own Right, or as Executrix to the said *Z.C.* deceased, in or to the same; **To have, hold,** receive and enjoy the same and every Part thereof unto the said *E.F.* and *G.H.* their Executors, Administrators and Assigns, (*in Trust only*) for and during all such Estate and Interest which she the said *T.C.* in her own Right, or as Executrix to the said *Z.C.* deceased, hath or ought to have, or doth or may claim in or to the same, *Subject nevertheless* to the Directions, Trusts, Powers and Agreements herein after specified and contained touching and concerning the same, and to no other Intent or Purpose whatsoever, that is to say, **In Trust** for the said *T.C.* her Executors, Administrators and Assigns, until the said intended Marriage takes Effect, and from and after the Solemnization of the said Marriage, then upon special Trust and Confidence, that they the said *E.F.* and *G.H.* and the Survivor of them, his Executors and Administrators, shall and do thereout, in the first Place, pay or cause to be paid, all the aforesaid Debts of the said *T.C.* and of her late Husband deceased; **And upon further Trust,** That they the said *E.F.* and *G.H.* and the Survivor of them, his Executors and Administrators, shall and do in the next Place pay and deliver, or cause to be paid and delivered unto *W.E.* of London Coachmaker, the Sum of 80*l.* in ready Monies, (upon his giving Bond or other Security, to the Satisfaction of the said *T.C.* to dispose of the same in such Manner as she the said *T.C.* shall direct,) and the further Sum of 200*l.* or Value in Money or Goods, at *Michaelmas* next ensuing the Date hereof; **He** the said *W.E.* entering into Bond unto *T.C.* with Condition to pay the said 200*l.* without Interest unto the said *A.B.* or his Assigns, for his and their proper Use and Benefit, in Manner following, that is to say, The Sum of—Part thereof on, *£c.* and the Sum of—Residue thereof by Quarterly Payments, at the End of every Quarter of a Year; the first quarterly Payment to begin and be made upon, *£c.* which said Sum of 200*l.* so to be paid as aforesaid, is agreed upon to be Parcel of the aforesaid Sum of 700*l.* which the said *A.B.* is to have in Marriage with the said *T.C.* **And upon further Trust,** that the said *E.F.* and *G.H.* and the Survivor of them, his Executors and Administrators, shall and do in the next Place pay or cause to be paid unto the said *A.B.* his Executors, Administrators or Assigns, to his and their own Use, the Sum of 500*l.* of lawful, *£c.* within the Space of 12 Calendar Months next after the Solemnization of the said intended Marriage, to make up the said Marriage Portion full 700*l.* according to the said Agreement aforesaid; and after full Payment and Delivery of the several Sums or Value before mentioned, and Performance of the Trusts aforesaid, **Then lastly upon Trust** and Confidence, that the said *E.F.* and *G.H.* and the Survivor of them, his Executors and Administrators, shall and do pay and deliver the Residue, Surplus and Remainder of the Monies, Debts, Personal Estate and Premisses hereby assigned or mentioned to be assigned, together with the Interest, Benefit, Advantage and Proceed thereof, to such Person or Persons, and for such Uses, Intents and Purposes, and in such Manner and Form, as the said *T.C.* whether Sole or Covert, and notwithstanding her Coverture, by any Writing or Writings under her Hand, attested by two or more credible Witnesses from Time to Time during her Life, or by her last Will and Testament in Writing, or by any Writing purporting to be her last Will and Testament, attested by the like Number of Witnesses, shall nominate and appoint; and for want of such Nomination or Appointment, to the said *T.C.* her Executors, Administrators and Assigns, for her and their sole and separate Use, exclusive of the said *A.B.* who is to have nothing to do or intermeddle therewith, otherwise than as Executor or Administrator of the said *T.C.* or by Virtue of her Disposition or Appointment; nor is the same to be subject or liable to his Debts or Incumbrances, or to be at all at his Ordering or Disposal; **And the**

All the Estate put in Trustees' Hands by Consent.

Habendum to the Trustees.

In Trust, First to pay the Debts of the Widow.

Secondly, To pay her Kinsman 80*l.* and 200*l.* on his entering into Bonds, &c.

Thirdly, To pay to the Husband 500*l.* in 12 Months after Marriage.

Fourthly, To pay the Remainder to the Widow's own special Use.

said *A.B.* for himself, his Executors and Administrators, **Doth** covenant, promise and grant to and with the said *E.F.* and *G.H.* their Executors and Administrators, that he the said *A.B.* (in case the said Marriage shall take Effect,) shall and will after the said Marriage, so far as in him lies, by one or more Letters of Attorney, authorise and empower the said *T.C.* during her life, and such other Person and Persons as she shall for that Purpose nominate after her Death, to sue for, recover, levy or receive the Premises hereby assigned or mentioned to be assigned, or any Part thereof, and upon Recovery or Receipt thereof, or any Part thereof, Acquittance or Acquittances, Release or Releases, to give or seal and deliver. (*For his further assuring, &c. vide Covenant for further Assurance in the foregoing Settlements.*) And shall not, nor will without the Consent of the said *T.C.* or of the said *E.F.* and *G.H.* or of the Survivor of them, his Executors or Administrators, release or discharge any of the Debts or Securities hereby assigned or mentioned or intended to be assigned, or any Part thereof, nor shall nor will do, commit or willingly suffer any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof any of the aforesaid Trusts relating to the Payment of the Debts of the said *T.C.* and *Z.C.* deceased, or either of them, or to the said Surplus of the Premises intended to be at the separate Ordering and Disposal of the said *T.C.* shall or may be obstructed, hindered, avoided, defeated or extinguished, contrary to the true Intent and Meaning of these Presents: **Provided always**, and it is hereby granted and agreed by and between all the Parties to these Presents, that neither the said *E.F.* and *G.H.* nor either of them, their nor either of their Executors or Administrators, shall be charged with, or answerable or accountable for any Loss or Miscarriage that shall or may at any Time or Times, happen of or to the Premises hereby assigned or mentioned to be assigned, or any Part thereof, without their or some of their wilful Default, nor the one of them to be answerable for the other of them, or for the Acts or Defaults of the other of them, nor for any more or other Part of the Premises, than what shall actually come to their respective Hands only: **Provided also**, that it shall and may be lawful to and for the said *E.F.* and *G.H.* and each of them, their and each of their Executors and Administrators, to defray, deduct and reimburse themselves, by and out of the Premises hereby assigned, or mentioned so to be, all such lawful and reasonable Costs, Charges, Expences and Disbursements whatsoever, which they, either or any of them, shall or may sustain, suffer, expend, disburse or be put unto in Performance of the Trust hereby in them reposed, or any of them, or for or concerning any Act, Matter or Thing relating to, or occasioned by the Performance and Execution thereof: **Provided nevertheless**, and it is hereby expressly declared to be the Intent of all the Parties to these Presents, that the said *E.F.* and *G.H.* or either of them, their or either of their Executors or Administrators, shall not commence, prosecute or defend any Action, Bill, Complaint, Suit or other Proceedings whatsoever, either in Law or Equity, nor demand, take or receive any of the Monies or Debts hereby assigned or intended to be assigned, nor make, do, act or intermeddle in any Matter or Manner or Thing whatsoever, touching or concerning the hereby assigned or intended to be assigned Premises, or any Covenant or other Security given by the said *A.B.* to them or either of them, touching or concerning the Marriage Agreement aforesaid, in any Matter whatsoever, without an express Direction from the said *T.C.* (whether sole or married) in Writing under her Hand and Seal, attested by two Witnesses at the least, for their and every of their so doing, from Time to Time first had and obtained; any Thing herein before mentioned to the contrary notwithstanding. **In Witness, &c.** (*A Bond from A.B. to the Trustees for the Performance of the Covenants on his Part.*)

Covenants from the Husband to empower his Wife, &c. by Letters of Attorney to receive the Premises.

And that he shall not release any Debts, &c. Nor hinder the same being received.

Provido that the Trustees shall not be answerable for any Loss or Misapplication.

Provido that they may pay themselves all Monies expended, &c.

Provido that the Trustees shall not commence Actions, receive Monies, &c. without express Direction of the Wife.

Settlement before Marriage, reciting an Act of Parliament, &c. whereby the Husband grants to Trustees divers Manors, &c. for securing 500 l. per Ann. to the Wife, payable to her, or her Order, with Power for the Trustees to enter in Case of Non-payment, and also for securing 1500 l. per Ann. to the Wife for her Jointure, with Power reserved for the Husband to make Leases.

THIS Indenture Quinquepartite, &c. Between Sir *W.W.* of, &c. of the first Part, the most Noble *C. Duke of S.* and the Right Honourable the Lady *C.S.* Daughter of the said Duke, of the second Part, and the Right Honourable *L. Earl of R.* the Right Honourable *H. Lord H.* the Right Honourable *J. Lord G.* the Right Honourable *T. Earl of C.* and *N.P.* of, &c. Esq; of the third Part, the Right Honourable *A. Earl of H.* Eldest Son and Heir apparent of the said Duke of *S.* and the Right Honourable *A. Earl of E.* of the fourth Part, and the most Noble *W. Duke of D.* the Right Honourable *H. B.*

(6.)

10000 l. Por-
tion.

Recital of an
Act of Parlia-
ment.

Grant.

Habendum to
Trustees.

Uses.

H. B. Esq; the Right Honourable R. Lady R. (Widow and Relict of the Right Honourable W. late Lord R. deceased) and the Right Honourable H. Lord A. in the Kingdom of Ireland, of the fifth Part. Whereas a Marriage is intended, by the Permission of God, to be shortly had and solemnized between the said Sir W. W. and the said Lady C. S. **Now this Indenture witnesseth,** that for and in Consideration of the said intended Marriage, and of the Sum of 10000 l. of, &c. to the said Sir W. W. by the said C. Duke of S. well and truly paid, at or before, &c. as and for the Marriage Portion of the said Lady C. S. the Receipt, &c. he the said Sir W. W. by Virtue of an Act of Parliament passed in, &c. intituled, &c. and for other Purposes therein mentioned during his Minority, **Doth,** and by and with the Consent and Approbation of the said L. Earl of R. H. Lord H. J. Lord G. T. E. and N. P. or two or more of them, (testified, &c.) granted, released and confirmed, and by these Presents **Doth,** by and with the like Consent and Approbation, (so testified as aforesaid) grant, release and confirm unto the said A. Earl of H. and A. Earl of E. (in their actual Possession, &c.) and to their Heirs, **All, &c.** and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said, &c. unto the said A. Earl of H. and A. Earl of E. and their Heirs, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos, Powers and Agreements, as are herein after limited, declared, mentioned and expressed, of and concerning the same respectively, (that is to say) To the same Uses, upon the same Trusts, and to and for the same Intents and Purposes, and under and subject to the same Provisoos, Powers and Agreements, as the said Premises respectively now stand conveyed and settled, until the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, then **To** the Use, Intent and Purpose, that the said A. Earl of H. and A. Earl of E. and their Heirs, shall and may during the joint Lives of the said Sir W. W. and the said Lady C. S. his intended Wife, have and receive out of all the said Premises one Annuity or yearly Sum of 500 l. of, &c. to be paid unto them the said A. Earl of H. and A. Earl of E. their Heirs and Assigns, at the four most usual Feasts or Days of Payment in the Year, that is to say, &c. by four even and equal quarterly Portions, at or in, &c. free and clear of and from all Taxes, Charges and Impositions whatsoever, taxed, charged or imposed by Act of Parliament, or otherwise howsoever, upon the said Premises, or any Part or Parts thereof, or upon the said Annuity or yearly Sum of 500 l. or any Part thereof; the first Payment thereof to be made, &c. (*Vide Covenant that Trustees have Power to distress upon Non-payment for 21 Days, and Power of Entry for Non-payment for 41 Days, to enjoy till all Arrears shall be satisfied, with Costs, in the first of the Marriage Settlement.*) which said Annuity or yearly Sum of 500 l. shall be upon the Trusts herein after mentioned, declared and expressed of and concerning the same; and as to and concerning all and singular the said Premises, subject to the said Annuity or yearly Sum of 500 l. payable as aforesaid, **To the Use** of the said W. Duke of D. and H. B. their Executors, Administrators and Assigns, for and during the Term of 200 Years, from and after the Solemnization of the said intended Marriage fully to be compleat and ended, without Impeachment of or for any Manner of Waste; and from and after the Determination of the same Term, and subject thereunto, **To the Use** of the said Sir W. W. for Life, without Impeachment of Waste; and after the Determination of that Estate, **To the Use** of the said A. Earl of H. and A. Earl of E. and their Heirs, for and during the natural Life of the said Sir W. W. **Upon Trust** to preserve the contingent Remainders herein after limited from being defeated or destroyed; and for that Purpose to make Entries, and bring Actions, as Occasion shall require; **But nevertheless in Trust** to permit and suffer the said Sir W. W. and his Assigns to receive and take the Rents, Issues and Profits of the same Premises, to and for his and their own Use and Benefit during his natural Life; and from and after his Decease, **To** the Use, Intent and Purpose, that the said Lady C. S. &c. (*Vide the second Marriage Settlement, under Tit. Wife's Jointure.*) (*The like Clauses of Distress and Entry as are reserved in the 500 l. Annuity herein before granted.*) **And** from and after the Decease of the said Sir W. W. subject nevertheless to the said Annuity or yearly Sum of 1500 l. to the said Lady C. S. for her Jointure as aforesaid, and subject to the said Term of 200 Years, **To the Use** and Behoof of the said R. Lady R. and H. Lord A. their Executors, Administrators and Assigns, for and during and until the full End and Term of 1000 Years, without Impeachment of or for any Manner of Waste, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, declared and expressed of and concerning the same Term; and from and after the Determination of the said last Term, **To the Use** and Behoof of the first and tenth Sons of the said Sir W. W. on the Body of the said Lady C. S. to be begotten, (*Vide Tit. Limitation of Uses and Trusts*); and for want of such Issue, **To the Use** of the said Sir W. W. his Heirs and Assigns for ever:

ever: **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that the said Annuity or yearly Sum of 500 *l.* herein before mentioned to be paid to them the said *A. Earl of H.* and *A. Earl of E.* is to be paid upon the Trusts following, that is to say, **Upon Trust** that they the said *A. Earl of H.* and *A. Earl of E.* shall pay the same Annuity or yearly Sum as followeth, *viz.* To such Person and Persons only, and to and for such Uses, Intents and Purposes only, as the said Lady *C. S.* alone (without the Order, Direction, Intermeddling or Control of him the said Sir *W. W.* notwithstanding her Coverture) shall by any Writing or Writings, with or without Power of Revocation, to be signed by her the said Lady *C. S.* with her own proper Hand-Writing, from Time to Time direct and appoint, for the private and personal Uses and Expences of the said Lady *C. S.* wherewith, or with the Interest, Produce or Profit whereof, the said Sir *W. W.* shall not nor may intermeddle in any wise, or have any Power in any Manner to incumber, charge, release, or otherwise dispose of the same: **Provided** that in the mean Time, and until the said Lady *C. S.* shall make such Appointment, as aforesaid, of the said Annuity or yearly Sum of 500 *l.* or of some Part thereof, the same shall be paid to her own proper Hands, and her Receipt in Writing under her Hand shall from Time to Time (notwithstanding her Coverture) be a sufficient Discharge for such Monies which she the said Lady *C. S.* shall think fit to receive, in Part or upon Account of the same Annuity or yearly Sum, with her own Hands, which she shall not have appointed to any other Person; **And** as for, touching and concerning the said Term of 200 Years herein before limited to them the said *W. Duke of D.* and *H. B.* their Executors, Administrators and Assigns, **It is** hereby declared, that the same Term is limited to them, **Upon Trust** for the further and better securing Payment of the said Annuity or yearly Sum of 500 *l.* free from all Taxes and Charges as aforesaid, during so many Years of the said Term of 200 Years as the said Sir *W. W.* and Lady *C. S.* shall both jointly live; and for that End, in Case the said Annuity or yearly Sum of 500 *l.* or any Part thereof, shall be behind and unpaid by the Space of 40 Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, altho' no Demand be thereof made, then and so often they the said *W. Duke of D.* and *H. B.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may from Time to Time enter into and upon the said Premises comprised in the said Term of 200 Years, or any Part or Parts thereof, and receive and take the Rents, Issues and Profits thereof, thereby and therewith to raise, satisfy and pay, according to the Trusts herein before declared, **All** or so much of the said Annuity or yearly Sum of 500 *l.* as shall be so behind, unpaid and incurred, either before or after such Entry, together with all Costs, Charges, Damages and Expences concerning the same: **Provided** that, until Default shall be made in Payment of the said Annuity or yearly Sum of 500 *l.* or of some Part or Parts thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful to and for the Person and Persons for the Time being, who shall be intitled to the Reversion or Remainder immediately expectant upon the Determination of the said Term of 200 Years, by Virtue of any the Limitations aforesaid, from Time to Time to receive and take the Rents, Issues and Profits of the said Premises, comprised in the said Term of 200 Years, to and for his and their own Use and Benefit, without giving any Account for the same: **Provided** also, that upon the Death of either of them the said Sir *W. W.* and Lady *C. S.* all Arrears of the said Annuity or yearly Sum of 500 *l.* and all Costs and Charges relating to the same, being fully paid and satisfied, according to the true Intent and Meaning of these Presents, the said Term of 200 Years shall cease, determine and be void: **And** as for, touching and concerning the said Term of 1000 Years herein before limited to the said *R. Lady R.* and *H. Lord A.* their Executors, Administrators and Assigns as aforesaid, it is hereby declared and agreed, that the same Term is so limited to them, **Upon Trust** in the first Place, for the further and better Securing the Payment of the said Annuity or yearly Sum of 1500 *l.* at such Times and Places as are herein before appointed for Payment thereof, clear of all Taxes and Charges as aforesaid, unto the said Lady *C. S.* and her Assigns, for her Life after the Death of the said Sir *W. W.* and for that End, in Case the said Annuity or yearly Sum of 1500 *l.* or any Part thereof, shall be behind and unpaid for the Space of 40 Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, (altho' no Demand be thereof made) then and so often the said *R. Lady R.* and *H. Lord A.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may from Time to Time enter into and upon all and singular the said Premises comprised in the said Term of 1000 Years, or into or upon any Part or Parts thereof, and receive and take the Rents, Issues and Profits thereof, and thereby and therewith, or by renewing Leases and taking Fines, satisfy and pay unto the said Lady *C. S.* and her Assigns, all and so much of the said Annuity or yearly Sum of 1500 *l.* as shall be so behind

The Annuity of 500 *l.* payable to the Wife, or to her Appointment.

Wife's Discharge sufficient.

Power to enter and receive Rents.

Uses of the 1000 Years Term.

Younger
Children to
take by Sur-
vivorship.

and unpaid either before or after such Entry, together with all Costs, Charges, Damages and Expences concerning the same; **And upon further Trust**, in the next Place, in Case the said Lady C. S. shall survive the said Sir W. W. that then they the said R. Lady R. and H. Lord A. their Executors, Administrators or Assigns, shall and do by some Sale or Mortgage of the said Term of 1000 Years, or of some Part thereof, and of the said Premises comprised in the same Term, or some Part thereof, and by renewing Leases and taking Fines of or for the same Premises, or by and with the Rents and Profits thereof, raise and levy the Sum of 500 l. of, &c. to be paid unto the said Lady C. S. for her better Support and Maintenance, within three Calendar Months next after the Decease of the said Sir W. W. and subject to the said Annuity or yearly Sum of 1500 l. and to the Costs, Charges, Damages and Expences concerning the same, and to the Payment of the said Sum of 500 l. and without Prejudice to the Raising thereof; **In Trust** in the next Place, in Case the said Sir W. W. shall happen to have Issue of his Body begotten on the Body of the said Lady C. S. any younger Child or younger Children, viz. any other Child or Children besides an eldest or only Son, be they Son or Sons, Daughter or Daughters, born or to be born at the Time of the Decease of the said W. W. that then they the said R. Lady R. and H. Lord A. their Executors, Administrators or Assigns, shall and do, &c. (*Vide Power to sell for raising Daughters Portions, in first Settlement*): **Provided**, and the true Intent of the said Parties to these Presents is, that if the said Sir W. W. shall have several such younger Children as aforesaid, and shall make any Direction or Appointment, according to his aforesaid Power, touching or concerning the Portion or Portions of some one or more such Child or Children, and shall happen to make no Appointment or Direction touching or concerning the Portion or Portions of some others or other of them, then such others or other of them, to whom the said Sir W. W. shall direct no Portion or Portions, shall have such Portion or Portions, as he, she or they should have or be intitled unto by Virtue of these Presents, in Case no such Direction had been made to any such younger Child as aforesaid: **Provided** that, if any such younger Child or younger Children, as aforesaid, shall happen to die before his, her or their Portion or Portions shall become payable as aforesaid, or shall become an eldest Son, then the Portion or Portions of him, her or them so dying or becoming an eldest Son respectively, shall go, accrue and be paid to the Survivors or Survivor, and others or other of them respectively, Share and Share alike, when the said original Portion or Portions of such surviving or other younger Child or Children shall become payable as aforesaid, yet so as no one such younger Child shall have more than the said Sum of 6000 l. and in Case of no Appointment, by Virtue of these Presents, for his or her Portion, nor any two or more such younger Children above the Sum of 10000 l. between or amongst them: **And** the said Term of 1000 Years is **Upon this further Trust**, in Case there shall be no Son or Sons of the Body of the said Sir W. W. on the Body of the said Lady C. S. his intended Wife, born in the Life-time of the said Sir W. W. nor born after his Decease; or if there shall be any such Son or Sons, and all and every the same Son and Sons shall die before any of them shall have attained his Age of 21 Years, without leaving Issue Male of any of their Bodies; and in either of the same Cases there shall happen to be one or more Daughter or Daughters of the said Sir W. W. on the Body of the said Lady C. S. his intended Wife begotten, born or to be born, who shall attain the Age of 18 Years, or be married; that then the said R. Lady R. and H. Lord A. or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, shall and do, at any Time or Times after the Decease of the said Sir W. W. or in his Life-time, if he shall think fit, and shall appoint the same by any Writing under, &c. attested by three or more credible Witnesses, by any Sale or Sales, Mortgage or Mortgages of the said Term of 1000 Years, or of any Part or Parts thereof, and of the Premises comprised in the same Term, or of any Part or Parts thereof, and by renewing Leases and taking Fines, and by and with the Rents and Profits of the said Premises, in the mean Time until such Sale or Sales, Mortgage or Mortgages, or by some or any of the said Ways and Means as they the said R. Lady R. and H. Lord A. or the Survivor of them, or the Executors or Administrators of such Survivor, shall think fit, raise and levy such Sum or Sums of Money for the Portion or Portions of such Daughter or Daughters as are herein after mentioned, to be paid as followeth, viz. If there be but one such Daughter, then the Sum of 10000 l. of, &c. to be paid to such Daughter for her Portion; and if there shall be two or more such Daughters, then the Sum of 12000 l. of like Money, for the Portions of such two or more Daughters, to be equally divided between or amongst them Share and Share alike; and the same Portion and Portions to be paid unto such Daughter and Daughters respectively, as and when they shall respectively attain their respective Ages of 18 Years, or be married, which shall respectively first happen, in Case the said Sir

Sir *W.W.* shall be then dead; and in Case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same in the mean Time from the Decease of the said Sir *W.W.* after the Rate of 5 *l. per Cent. per Ann.* And if any such Daughter or Daughters, as aforesaid, shall happen to die before her or their Portion, or Portions shall become payable as aforesaid, then the Portion or Portions of her or them so dying shall go to the Survivor or Survivors of them, and be equally divided amongst the Survivors, and shall be paid at the same Time as her or their original Portion or Portions shall become payable as aforesaid; so as no such Daughter shall have for her Portion by Survivorship, or otherwise, by Virtue of any the Trusts of the said Term of 1000 Years, above the Sum of 10000 *l.* And the said Term of 1000 Years is **Upon this further Trust,** in Case there shall be, &c. (*Vide Provision for Daughters Maintenance, in first Settlement.*) (*Vide Proviso if Sons and Daughters advanced in their Father's Life-time, in the first Marriage Settlement.*) **Provided also,** that in Case there shall be any such younger Son or Sons, or Daughter or Daughters as aforesaid, and all the same younger Sons and Daughters shall happen to die before any the Portion or Portions to be raised for him, her or them as aforesaid, shall become payable, then and in such Case the Monies so to be raised for the Portion or Portions of such younger Son or younger Sons, or Daughter or Daughters as aforesaid, if the same shall be raised, or so much thereof as shall then be raised, shall go and be paid to such Person or Persons, who by Virtue of these Presents shall be intitled to the next and immediate Freehold or Inheritance of the said Premises, expectant upon the Determination of the said Term of 1000 Years, of and in the Premises in the same Term comprised; and then also the said Monies so to be raised for the Portion or Portions of such younger Son or younger Sons, or Daughter or Daughters as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease for the Benefit of such Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 1000 Years, shall by Virtue of these Presents belong: **Provided** that, if any Person or Persons, &c. (*Vide Proviso after all Payments made, the 1000 Years Term shall attend the Inheritance, in the first Settlement*): **Provided,** and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the eldest Son for the Time being of the said Sir *W.W.* after the Death of the said Sir *W.W.* in the Life-time of the said Lady *C.S.* and with her Consent in Writing under, &c. attested by, &c. to assign, limit or appoint, by any Deed or Deeds indented, any Part or Parts of the said Premises, to any Wife or Wives that such eldest Son for the Time being shall marry, either before or after Marriage, for the Life or Lives of such Wife or Wives, for her or their Jointure or Jointures, so as no such Jointure be without Impeachment for Waste, by any express Words in such Jointure Deed or Jointure Deeds contained; and such Jointure and Jointures when so made, with such Consent as aforesaid, shall be freed and discharged of and from the said Annuity or yearly Sum of 1500 *l.* and of and from the said Term of 1000 Years for securing the same: **Provided always,** and it is hereby declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said Sir *W.W.* from Time to Time, and at all Times during his natural Life, and to and for any other Person or Persons, who shall be seised of the Freehold of all or any of the said Premises herein before mentioned, and intended to be hereby granted and released, by Virtue of any the Limitations aforesaid, by any Deed or Deeds indented, under his or their Hands and Seals respectively to be executed, from Time to Time to make any Lease or Leases, Demises or Grants, of such Part and Parcel, Parts and Parcels of the Premises, which have been usually let, or are now let to Farm, unto any Person or Persons for any Term or Number of Years not exceeding 21 Years, or for any Term or Number of Years, determinable upon one, two or three Life or Lives, in Possession, or by any way of future Interest; so as the Estate in the Possession and future Interest be determinable upon the Deaths of one, two or three Person or Persons, and be not to continue longer than for the Lives of three Persons at the most; and so as upon all and every such Lease and Leases, Demises or Grants made of such Parts of the Premises as have been usually let, or are now let, there be reserved payable yearly, during the Continuance thereof, the like Rents, Services, Heriots and Profits, as are now reserved and payable for the same, or more: **And** the said Sir *W.W.* doth by these Presents declare and agree to and with the said Earl of *H.* and *A.* Earl of *E.* and their Heirs, that all and every Person and Persons respectively being possessed of any Term or Terms for Years, or Residue or Residues of any Term or Terms for Years, of and in the said Manors, Lordships, Messuages, Lands, Tenements and Hereditaments, or any of them, or any Part or Parts thereof, shall and will respectively from henceforth stand and be seised of such Term and Terms, and such Residue and Residues of Term or Terms respectively,

Daughters to take by Survivorship.

If all the Sons or Daughters shall die without Issue, their Portions to sink into the Inheritance.

Power for an eldest Son to make a Jointure with his Mother's Consent.

Power for Sir *W.W.* to grant Leases for Years or Lives, reserving Services, &c.

All Terms granted by Sir *W.W.* to attend the Uses of this Settlement.

respectively, (subject to such respective Trusts as they are now under, or subject unto); **In Trust** to attend and wait upon the several Uses and Estates herein before limited of all or such of the said Premises respectively as are comprised in any such Term or Terms respectively. (*With a Covenant from Sir W. to the Earl of H. and E. Earl of E. for further Assurance, &c. with the usual Power to indemnify Trustees. Vide Covenant for further Assurance, in the first Marriage Settlement, and the last Covenant in it.*) **In Witness, &c.**

Settlement before Marriage, reciting an Act of Parliament to enable an Infant to make a Jointure, &c. and whereby the Husband covenants to sell certain Copyhold Lands, and the Money arising by Sale thereof, to be invested in the Purchase of Freehold Lands, subject to the Uses therein mentioned.

THIS Indenture Quadripartite made, &c. **Between** T. B. of, &c. Esq; Son and Heir of S. B. Esq; by M. his late Wife, formerly M. V. both deceased, which said S. B. was the eldest Son and Heir apparent of Sir T. B. late of, &c. who survived the said S. B. and is since dead, and the said M. late Wife of the said S. B. was one of the Daughters of the Right Honourable G. late Lord Viscount G. deceased, of the first Part, the Honourable C. V. Esq; of the second Part, C. P. Spinster, (one of the Daughters of J. P. late of, &c. Esq; deceased) of the third Part, and W. P. and W. P. both of, &c. Esqrs. (Brothers of the said C. P.) of the fourth Part. **Whereas** by an Act of Parliament, &c. (*Recital of an Act of Parliament to enable an Infant to purchase Lands, &c. and to disable him to alienate any in Prejudice of his Issue, &c. and to enable him to make a Jointure with the Consent of his Guardians. Vide Tit. Ads.*) **And whereas** a Marriage is, with the Consent of the said C. V. (*the Trustee*) testified by, &c. intended to be shortly had and solemnised between the said T. B. and C. P. and upon Treaties of the said intended Marriage, **It hath** been agreed as follows; that is to say, That of the Sum of 10000*l.* ready Monies (Part of the Fortune of the said C. T.) 4000*l.* should be paid to the said T. B. to the Intent that he should thereof pay unto J. H. all Monies due upon or by Virtue of a Mortgage made to him, and procure the said J. H. to assign all the said Manors, &c. comprised in the same Mortgage, unto the said W. P. and W. P. (*the Trustees*) their Executors, &c. for the Residue of a Term of 1000 Years, and that such Assignment should be upon such Trusts, and to and for such Intents and Purposes, as are herein after declared, agreed, mentioned and expressed of and concerning such Assignment; **And** that the Sum of 6000*l.* Residue of the said Sum of 10000*l.* ready Monies, should be paid by the said W. P. upon such Trusts, and to and for such Intents and Purposes, as are herein after declared and expressed of and concerning the same Sum of 6000*l.* and that the Residue of the Fortune of the said C. P. over and above the said Sum of 10000*l.* ready Monies, should, previous to the said intended Marriage, be assigned and conveyed with the Consent of the said T. B. unto Trustees, so that she, notwithstanding her intended Coverture, may give and dispose thereof at her Will and Pleasure; and that the said T. B. previous to the said intended Marriage, pursuant to his enabling Power in the said saving Clause in the said recited Act of Parliament, should limit to the said C. P. for her Life, for her Jointure, the said Capital Messuage and Mansion House called W. Park, &c. Parcel of those comprised in an Indenture *Quadripartite* of, &c. and in the Fine and Fines levied pursuant to the Covenants in the same Indenture, of the yearly Value of 1200*l.* and upwards, exclusive of the yearly Value of the said Capital Messuage and Park, and should enter into such Covenants and Agreements, as are herein after contained touching the Household Goods, Furniture, and necessary Utensils and Things which shall be in and belonging to the said Capital Messuage, &c. and the Outhouses, Yards and Gardens thereto belonging, and touching the Copyhold Estate herein after mentioned, and the Selling thereof, and touching the Monies to arise by such Selling, and the Purchase or Purchases intended to be made with such Monies, **And also** touching the said Sum of 4000*l.* and the Powers relating thereto mentioned in the Act of Parliament: **Now this Indenture witnesseth**, that for and in Consideration of the said intended Marriage, and for and in Consideration of the said Sum of 4000*l.* of lawful Money, &c. (Part of the said Sum of 10000*l.* ready Monies) to the said T. B. in Hand paid by the said C. P. at or before, &c. pursuant to the said Agreement, as to the same Sum of 4000*l.* the Receipt, &c. and for and in Consideration of the said Sum of 6000*l.* (Residue of the said Sum of 10000*l.* ready Monies) to the said W. P. and W. P. (*the Trustees*) in Hand also paid by the said C. P. at or, &c. by and with the Direction and Consent of the said T. B. (testified, &c.) to be upon such Trusts, and to and for such Intents and Purposes, as are herein after declared, mentioned and expressed, of and concerning the same Sum of 6000*l.* the Receipt of which said

Marriage
agreed on.

4000*l.* Part of
10000*l.* the
Wife's Portion
to be paid in
Discharge of
a Mortgage.

The 6000*l.*
to be paid to
the Uses after
mentioned.

The Residue
to be convey-
ed to Trustees
to be at the
Disposal of
the Wife.

The Wife's
Jointure.

Considera-
tions.

said Sum of 6000*l.* the said, &c. he the said *T. B.* in Pursuance and by Virtue of the said Power in the said herein before in Part recited Act, to make one or more Jointure or Jointures of all or any the said Manors, &c. comprised in the said Indenture *Quadripartite* of, &c. and Fine or Fines levied pursuant to the Covenants in the same Indenture, and in Pursuance and by Virtue of all and every other Power and Powers enabling him the said *T. B.* hereunto, or which is or are any way given, reserved or belonging to him, or is or are any way vested in him the said *T. B.* **Doth** demise, assigned, limited and appointed, **And** by this Deed or Writing under his Hand and Seal, testified by the credible Witnesses, whose Names are indorsed as Witnesses to the Signing, Sealing and Delivery of these Presents by the said *T. B.* **Doth**, by and with the Consent of the said *C. V.* (testified, &c.) demise, assign, limit and appoint unto the said *C. P.* all, &c. (*The Parcels*) and the Reversion, &c. **To have and to hold** unto the said *C. P.* from and after the Solemnization of the said intended Marriage and the Death of the said *T. B.* her intended Husband, for and during the natural Life of her the said *C. P.* for her Jointure, and in Lieu and Bar of all Dower and Thirds which the said *C. P.* shall or may have or claim, of, in or out of any the Manors, &c. whereof the said *T. B.* shall at any Time during the intended Coverture between him and the said *C. P.* be seised of any Estate of Inheritance. (*The said T. B. covenants that he hath good Right at, &c. and that Mrs. P. shall quietly enjoy, &c. free from Incumbrance, &c. and for further Assurance, &c. Vide antea in Marriage Settlements or in Covenants.*) **And** the said *T. B.* for himself his Heirs, &c. doth covenant, promise and agree to and with the said *W. P.* and *W. P.* their Executors, &c. that in Case the said intended Marriage shall take Effect, and the said *T. B.* shall die in the Life-time of the said *C. P.* not having, by his Deed or Will duly executed by him, given the Household Goods and Furniture and necessary Utensils, and Things which at the Time of his so dying shall be in and belonging to the said Capital Messuage or Mansion called *W. Park*, and the Out-houses, Yards and Gardens thereto belonging, unto the said *C. P.* so that she may, from the Time of his so dying as aforesaid, *Have*, hold, possess and enjoy the same for and during her natural Life, **And** in Default of his so giving the same, or the Executors, &c. of the said *T. B.* shall refuse or neglect, upon the Request of the said *C. P.* at their own Cost and Charges, to make such Bargain, Sale and Assignment thereof as her Counsel, &c. shall advise, then and in such Case such Executors, &c. shall, within the Space of one Month next after such Neglect or Refusal as aforesaid, pay unto the said *C.* in Lieu of such Goods, Furniture and Things, the full Sum of 2000*l.* of lawful, &c. **And** the said *T. B.* for himself, his Heirs, &c. **Doth** covenant, &c. to and with the said *W. P.* and *W. P.* their Heirs, &c. that he the said *T. B.* or his Heirs, shall and will (at the Request of the said *W. P.* and *W. P.* or the Survivor of them) surrender **All** his Copyhold Lands and Tenements in or near the Parish of, &c. according to the Custom of the Manor in which the same Lands and Tenements are, to the Use of the said *W. P.* and *W. P.* and their Heirs, or to the Survivor of them and his Heirs (which Surrender is to be upon such Trust, and to such Intent, as are herein after declared or mentioned of and concerning such Surrender), or shall and will (at the like Request) sell the same Copyhold Lands, &c. to such Purchaser or Purchasers as will pay a reasonable Price for the same; and upon such Payment surrender the said Copyhold Premises to such Use or Uses as such Purchaser or Purchasers shall require: **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that in Case the said Copyhold, &c. at such Request as aforesaid, shall be surrendered *To the Use* of the said *W. P.* and *W. P.* and their Heirs, or to the Survivor of them and his Heirs as aforesaid, such Surrender shall be *in Trust* and to the Intent, that they the said *W. P.* and *W. P.* and the Survivor of them and his Heirs, shall and do, as soon as conveniently may be after such Surrender, make absolute Sale of the said Copyhold, &c. for the most Money that can be reasonably had or gotten for the same, or in Case the same Lands, &c. shall be sold by the said *T. B.* to such Purchaser or Purchasers as aforesaid, the Monies to arise by Sale of the said Copyhold Lands, &c. shall be paid into the Hands of the said *W. P.* &c. or the Survivor of them, his Executors, &c. **And it is** hereby further declared and agreed by and between all the said Parties to these Presents, that the Monies to arise by selling of the said Copyhold Lands, &c. and to be paid unto the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. shall be **Upon Trust** and to the Intent, that they the said *W. P.* &c. and the Survivor of them, his Executors, &c. shall and may by and out of the same Monies, in the first Place satisfy and reimburse themselves all such Costs, &c. which they or any of them shall be put unto or sustain in or about the said Trust relating to the said Copyhold Lands and Tenements, and to the Monies to arise by Sale thereof, and shall and do, after full Satisfaction of such Costs, Charges and Expences as aforesaid, lay out and invest, either intirely or in Parcels, the Residue of the Monies to

Appoint-
ment.Habendum to
the Wife af-
ter her Hus-
band's Death
for her Joint-
ure.

Special.

Husband's
Executors, on
Refusal to af-
sign, to pay to
the Wife
2000*l.*Covenant to
surrender the
Copyholds,or to sell the
same.The Money
arising by the
Sale to be paid
to the Truf-
tees, and they
(after reim-
bursing them-
selves their
Charges) to
lay out the
same in the
Purchase of
by

Freehold
Lands.

The Uses to
the Husband
for Life.

To Trustees
to support
contingent
Remainders.

The Trustees
to place the
Money at In-
terest until a
Purchase could
be had.

The Interest,
until Purchase
found, to be to
the same Uses
as the Lands
when pur-
chased.

Purchasers dis-
charged from
Losses.

The Trusts of
the 6000 l.

by Sale of the said Copyhold Lands and Tenements in the Purchase or Purchases of the Freehold and Inheritance of some Messuages, Lands, Tenements or Hereditaments within the Counties of *H.* and *M.* or one of them, with the Approbation of the said *T. B.* and cause and procure such Purchase or Purchases, when made, to be conveyed and settled by the Uses following, or to so many of them as the Death of Parties will then admit of, (that is to say) **To the Use** of the said *T. B.* and his Assigns during the Term of his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate by Forfeiture or otherwise, to the Use of the said *W. P. &c.* and their Heirs, during the Life of the said *T. B.* upon Trust, to support contingent Remainders, and for such Purpose to make Entries and bring Actions as Occasion may require; but nevertheless *In Trust* to permit and suffer the said *T. B.* to receive the Rents and Profits for his own Use during his Life, and from and after his Death, **To the Use** of the first Son, &c. (Vide **Limitations of Uses and Trusts**, p. 284.) and for Default of such Issue, **To the Use** of the right Heirs of the said *T. B.* for ever: **Provided always**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that in the mean Time, from and after the Sale of the said Copyhold Lands and Tenements intended to be sold as aforesaid, and until such Purchase and Purchases as aforesaid can be found, it shall and may be lawful to and for the said *W. P.* and *W. P.* and the Survivor of them, his Executors, &c. with the Consent and Approbation of the said *T. B.* and in Case of his Death, at the Discretion of the said *W. P. &c.* or the Survivor of them, his Executors, &c. from Time to Time to invest and place out, either intirely or in Parcels, the Monies to arise by Sale of the said Copyhold Lands and Tenements in and upon any Security or Fund, Securities or Funds, Parliamentary or otherwise, or to deposit the same Monies with any Person or Persons, or in any Place or Places for safe Custody, either at Interest or without Interest: **And also** that from Time to Time, from and after Selling the said Copyhold Lands and Tenements, and until such Purchase or Purchases, as aforesaid, can be found and conveyed and settled as aforesaid, the Interest, Profit and Proceed of the Monies to arise by Sale of the Copyhold Lands and Tenements, shall go and be paid to such Person and Persons, and in the same Manner, as the Rents and Profits of the said intended Purchase or Purchases when made are to go and be paid: **Provided**, and it is hereby declared and agreed, that for the better Effecting such Selling as aforesaid of the said Copyhold Lands and Tenements, and for the better Security of the Purchaser or Purchasers, the Payment of the Purchase Monies for the same Lands and Tenements unto the said *W. P. &c.* or the Survivor of them, or unto the Heirs, &c. of such Survivor, shall effectually discharge therefrom such Purchaser or Purchasers notwithstanding any Loss or Misapplication of such Purchase Monies as aforesaid; **And** as to, for, touching and concerning the Sum of 6000 l. (Residue of the said Sum of 10,000 l. ready Monies) paid to the said *W. P. &c.* as aforesaid, **It is** hereby declared and agreed by and between all the said Parties to these Presents, that the said Sum of 6000 l. was so paid as aforesaid, upon such Trusts and to and for such Intents and Purposes, as are herein after mentioned, that is to say, **In Trust** for the said *C. P.* until the Solemnization of the said intended Marriage, and from and after the Solemnization of the same Marriage, **Then in Trust** that the said Sum of 6000 l. shall and may from Time to Time, until Payment thereof, according to the Trusts herein after mentioned, relating to such Payment, be placed out or invested, either intirely or in Parcels, in the Name or Names of the said *W. P. &c.* or of the Survivor of them, or of the Executors, &c. of such Survivor, in and upon any Security or Fund, Securities or Funds, Parliamentary or otherwise, or shall or may be deposited with any Person or Persons, or in any Place or Places for safe Custody, either at Interest or without Interest, (such Placing out, Investing or Depositing, during the Life of the said *T. B.* being with his Consent, and not otherwise); and as to the Interest, Produce and Profit of the said 6000 l. to arise by such Placing, Investing and Depositing as aforesaid, during the Life of the said *T. B.* **In Trust** that the same Interest, Produce and Profit shall and may be paid to, and received by the said *T. B.* for his own Use and Benefit, during his natural Life; **And** in Case the said intended Marriage shall take Effect, and the said *C. P.* shall die in the Life-time of the said *T. B.* without leaving Issue of her Body begotten, or leaving Issue only one Child, and such Child shall be a Son, **In Trust** as to the said Sum of 6000 l. for the said *T. B.* his Executors, &c. **And** in Case the said *T. B.* leaving Issue of his Body on the Body of the said *C. P.* his intended Wife begotten, any younger Child, or younger Children, viz. any Child or Children besides an eldest or only Son, be the same younger Child or younger Children a Son or Sons, Daughter or Daughters, born or to be born at or after the Death of the said *T. B.* then the said Sum of 6000 l. and the Interest, Produce and Profits thereof to become due after his so dying, shall be upon the Trusts following, (that is to say) If there shall be but one such younger Child, and such younger Child (being a Son) shall

shall then have attained his Age of 21 Years, or being a Daughter shall then have attained her Age of 18 Years, or be married, then in Trust for such younger Child, and the Executors, &c. of such younger Child; but in Case such one younger Child (being a Son) shall be under the Age of 21 Years, at the Time of the Death of the said T. B. then *In Trust* to pay, apply and dispose of the Interest, Produce and Profit of the Sum of 6000*l.* for or towards his Maintenance and Education, and for his Benefit, until his Age of 21 Years, and at that Age to pay unto him the said Sum of 6000*l.* and in Case such younger Child (being a Daughter) shall be under the Age of 18 Years and unmarried at the Time of the Death of the said T. B. then in Trust to pay, apply and dispose of the Interest, Produce and Profit of the said Sum of 6000*l.* for or towards her Maintenance and Education, and for her Benefit, until her Age of 18 Years, or Day of Marriage, and at such her Age or Day of Marriage to pay unto her the said Sum of 6000*l.* and in Case there shall be two or more such younger Children as aforesaid, *Then in Trust* to pay the said Sum of 6000*l.* to such two or more younger Children at such Time and in such Parts, Shares and Proportions, Manner and Form, as the said T. B. by any Writing under his Hand and Seal, attested by two or more credible Witnesses, shall direct or appoint; and in Default of such Direction or Appointment, *Then in Trust* to pay the Sum of 6000*l.* to or for such two or more younger Children as aforesaid, Share and Share alike for their Portions; and as to the Portion or Portions of such of them as shall be a Son or Sons, the same is or are to be paid, for want of such Direction and Appointment as aforesaid, at his or their respective Age or Ages of 21 Years; and as to the Portion or Portions of such younger Children as aforesaid, as shall be a Daughter or Daughters, the same is or are to be paid, for want of such Direction and Appointment as aforesaid, at her or their respective Age or Ages of 18 Years, or Day or Days of Marriage, which shall first happen, in Case such Ages or Marriage happen after the Death of the said T. B. otherwise the Portion or Portions of such younger Child or younger Children, as aforesaid, is or are to be paid, for want of such Direction and Appointment as aforesaid, within three Calendar Months next after the Death of the said T. B. with proportionable Parts of the Interest, Produce and Profit (if any) of the said 6000*l.* which shall arise or become due after his Death; **And upon further Trust**, in Case at the Time of the Death of the said T. B. such younger Child or younger Children, as aforesaid, being a Son or Sons, shall be under the Age of 21 Years, or being a Daughter or Daughters shall be under the Age of 18 Years and unmarried, that then, and in such Case, they the said W. P. &c. or the Survivor of them, or the Executors, &c. of such Survivors, shall and do in the mean Time, from and after the Death of the said T. B. until the said Portion or respective Portions of such younger Child or younger Children shall become payable as aforesaid, pay, apply and dispose of the Interest, Produce and Profit of the said 6000*l.* to arise or become due after his Death, for the Maintenance, Education and Benefit of such younger Child renequally and proportionally: **Provided** that, if there shall be more such younger Children, as aforesaid, than one, and any of them shall happen to die before his, her or their said Portion or Portions shall become payable as aforesaid, or shall become an eldest or only Son, then the said Portion or Portions of him, her or them so dying or becoming an eldest Son or only Son, in the said Sum of 6000*l.* and in the Interest, Produce and Profit thereof from thenceforth to arise, shall go, accrew and be paid to or for the Benefit of the Survivors or Survivor, or others or other of them respectively, Share and Share alike, in Augmentation of their said original Portion and Portions and Maintenance; and in Case the said T. B. shall happen to die, leaving no Son of his Body on the Body of the said C. P. born in the Life-time of the said T. B. nor born after his Death, and in such Case there shall be one or more Daughter or Daughters of the said T. B. on the Body of the said C. P. his intended Wife, born or to be born at or after the Death of the said T. B. *Then in Trust* to pay the said Sum of 6000*l.* to such Daughter or Daughters, for her or their Portion or Portions as followeth, (that is to say) intirely to one such Daughter for her Portion, in Case there shall be no more such Daughters than one; equally between or amongst such Daughters, Share and Share alike for their Portions, if there shall be more such Daughters than one; the same Portion or Portions to be paid to such Daughter or Daughters respectively, at such Time or Times as the said T. B. shall by any Writing or Writings under his Hand and Seal direct or appoint; **And** in Default of such Direction and Appointment, then as and when she or they respectively shall attain her or their respective Age or Ages of 18 Years, or be married, which shall respectively first happen, in Case the said T. B. shall be then dead, and in Case he shall be then living, and shall not have appointed the same Portion or Portions to be paid in his Life-time, then within six Calendar Months next after his Death, with proportionable Parts of the Interest, Produce and Profit (if any) of the said 6000*l.* which shall arise or become due after the

The 6000*l.* and the Interest to be for a Provision for younger Children's Maintenance, &c. after their Father's Death.

The Share of a Child or Children dying, to go to the Survivors or Survivor.

If a Son living the 4000*l.* not to be raised.

If no Son living, the 4000*l.* to be applied in the same Manner as the 6000*l.* for Augmentation of Daughters Portions.

the Death of the said *T. B.* **And upon further Trust**, in Case the said *T. B.* shall happen to die leaving no Son of his Body on the Body of the said *C. P.* born in the Life-time of the said *T. B.* nor born after his Death, and in such Case there shall be one or more Daughter or Daughters of the said *T. B.* on the Body of the said *C. P.* who shall be living at the Time of his Death, and shall be then under the Age of 18 Years and unmarried, or who shall be born after the Death of the said *T. B.* that then and in such Case they the said *W. P.* and *W. P.* or the Survivors or Survivor of them, his Executors, &c. shall and do in the mean time, from and after the Death of the said *T. B.* until the said Portion or respective Portions of such Daughter or Daughters shall become payable as aforesaid, pay, apply and dispose of the Interest, Produce and Profit of the said 6000*l.* to arise or become due after his Death, for the Maintenance, Education and Benefit of one such Daughter, if there shall be no more such Daughter than one, and of all such Daughters equally and proportionably, if there shall be more such Daughters than one; **And also** that in Case there shall be any Son of the Body of the said *T. B.* on the Body of the said *C. P.* begotten, who shall live to attain the Age of 21 Years, or die before that Age, leaving Issue Male, then and in such Case he the said *T. B.* shall not, nor will raise, direct or appoint the said Sum of 4000*l.* or any Part thereof, by Virtue of any of his Power or Powers contained in the said Act of Parliament, but will waive such his Power and Powers for the Benefit of such Son; **And further**, in Case there shall be no Son of the Body of the said *T. B.* on the Body of the said *C. P.* begotten, and there shall be one or more Daughter or Daughters of their Bodies begotten; that then, and in such Case, he the said *T. B.* shall and will, at the Request of the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. make, do and execute any such Act, Matter or Thing, Acts, Matters or Things, as Counsel learned in the Law shall reasonably advise for raising the said Sum of 4000*l.* or so much thereof as may be raised by Virtue of any his Power or Powers in the said Act, and shall and will cause the Monies so raised to be paid unto the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. **And** it is hereby declared and agreed by and between the said Parties to these Presents, that the said last mentioned Sum of 4000*l.* or so much thereof as shall be raised as aforesaid, and paid to the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. shall be **Upon Trust** that they the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. shall and may pay, apply, place out and dispose of all such Monies in like Manner as they by Virtue of the Trusts aforesaid may pay, apply, place and dispose of the said Sum of 6000*l.* Part of the said Sum of 10000*l.* ready Monies, and the Interest, Profits and Produce thereof, in case there shall be a Failure of Issue Male of the said *T. B.* on the Body of the said *C. P.* begotten, to be as and for an Augmentation to the said Portion and Portions and Maintenance of such Daughter or Daughters: **Provided**, and it is hereby, &c. (*Trustees not to be answerable, and to be reimbursed. Vide first Marriage Settlement.*) **In Witness, &c.**

A Settlement before Marriage, reciting an Indenture of Bargain and Sale inrolled, to make a Tenant to the Precipe, in order to suffer a Recovery, and leading the Uses of the said Recovery, with a Covenant (int' al') to do any further Act to corroborate the said Bargain and Sale.

(8.) **THIS Indenture Quadripartite, &c.** Between the Honourable *C. H.* one of the Sons of the Right Honourable *A. Lord H.* deceased, of the first Part, *B. D.* Daughter and Coheir of *R. D.* deceased, and sole Daughter and Heir of *M. D.* Wife of the said *R. D.* of the second Part, *M. A.* of, &c. and *B. J.* of, &c. of the third Part, and the Right Honourable *C. Lord A. S. J.* of, &c. *B. L.* of, &c. and *M. H.* of, &c. of the fourth Part. **Whereas** by one Indenture *Tripartite*, bearing even Date with these Presents, and made or mentioned to be made between the said *C. H.* of the first Part, the said *M. A.* and *B. J.* of the second Part, and the said *C. Lord A. B. L.* and *M. H.* of the third Part, *It is witnessed*, That he the said *C. H.* for and in Consideration of the Sum of 5*s.* of, &c. therein mentioned, and for divers other good Causes and Considerations him thereunto especially moving, *Hath* granted, bargained and sold, and thereby *Doth*, &c. unto the said *M. A.* and *B. J.* their Heirs and Assigns, *All* that the Manor, &c. with its Rights, Members and Appurtenances, and all and singular the Messuages, &c. whereof or wherein the said *C. H.* hath or ever had any Manner of Estate of Inheritance in Possession, Reversion or Remainder, with their and every of their Rights, Members and Appurtenances, *And all* that the Rectory, &c. (*Vide Tit. Parcels.*) *And* the Reversion and Reversions, &c. of all and singular the Premises, and of every Part and Parcel thereof, and all Rents and yearly Profits, Reservations and Services, reserved or payable in, by or upon any Lease or Grant, had,

Bargain and Sale inrolled, recited.

The Parcels.

had, made or granted, or mentioned so to be, of the Premises hereby granted, or any of them; *To have and to hold* the said Manor, &c. unto the said *M.A.* and *B.J.* their Heirs and Assigns, *To the Use* of them the said *M.A.* and *B.J.* their Heirs and Assigns, *To the Intent and Purpose* that they the said *M.A.* and *B.J.* or the Survivor of them, may be perfect Tenants or Tenant of the Freehold of the said Premises against whom one or more good and perfect common Recovery or Recoveries may be had and executed, of, for and concerning the Premises, to the Uses, Intents and Purposes therein mentioned; *And* for that End and Purpose it was further concluded and agreed by and between all the said Parties to the said Indenture of Bargain and Sale, and the said *C.H.* for himself, his Heirs, Executors, Administrators and Assigns, *Did* covenant, promise and grant to and with the said *M.A.* and *B.J.* their Heirs, Executors and Administrators, by the said Indenture, that before the End of — Term next ensuing the Date of the said Indenture, several good and perfect common Recoveries in the usual Form for Assurance of Lands should be had, perfected and executed, of and for all and singular the Premises in, &c. respectively, at the proper Costs and Charges in the Law of the said *C.H.* *And for that End* and Purpose, several Writs of Entry *Sur Disseisin en le poit* should be brought in the Names of the said *C. Lord A. S.J. B.L.* and *M.H.* as Plaintiffs or Demandants therein, against the said *M.A.* and *B.J.* as Tenants of and for all and singular the said Manors, &c. with their Appurtenances, by such Names, Quantities, Qualities, Contents and Numbers of Messuages and Acres, and other Certainities as should be thought apt and convenient; *To* which said several Writs the said *M.A.* and *B.J.* should appear *gratis* in their proper Persons, and should and would vouch to warrant the Premises to the said *C.H.* who should appear and vouch the common Vouchee; and such further Proceedings should be had thereon, that several good and perfect common Recoveries, with double Voucher might be had and prosecuted in and upon the said several Writs of Entry in all Things, according to the usual Order and Form of common Recoveries, with double Voucher for Assurances of Lands in such Cases used; *And* it was further covenanted, concluded, declared and fully agreed, by and between all the said Parties to the said recited Indenture for them and their Heirs, *And* it was their true Intent and Meaning, that the said several common Recoveries so to be had and suffered as aforesaid, and all and every other Recovery and Recoveries whatsoever to be had and suffered, of and for the said Premises, or any of them, by and between the said Parties to the said Indenture of Bargain and Sale, or any of them, or whereunto they or any of them should be Party or Parties, Vouchee or Vouches, should be and enure, and should be construed, expounded, adjudged, deemed and taken to be and enure; *And* the said *C. Lord A. S.J. B.L.* and *M.H.* and their Heirs, and all and every Person and Persons whatsoever, that then were or then after be at any Time seised of and in the said Manor, &c. and Premises thereby granted, or therein or thereby mentioned so to be, or any of them, should, from and immediately after the passing and suffering of the said several common Recoveries respectively, by Force and Virtue thereof, and of the said Indenture, stand and be seised thereof, and of every Part and Parcel thereof respectively, by Force and Virtue thereof, and of the said Indenture of Bargain and Sale, stand and be seised thereof, and of every Part and Parcel thereof respectively, to such Uses, Behoofs, Intents and Purposes, as are or shall be thereof mentioned, expressed, limited or declared, in and by these Presents, as in and by the said Indenture of Bargain and Sale, &c. may appear: **And whereas** a Marriage is intended to be, by God's Permission, shortly had and solemnized, between the said *C.H.* and the said *B.D.* with whom the said *C.H.* will have a great Fortune, both in Monies and real Estate: **Now this Indenture witnesseth**, That for and in Consideration of the said intended Marriage, and of the Advancement in Lands and Monies thereby accruing to the said *C.H.* and as well for the further Declaration of the Uses of the said several common Recoveries, in and by the said recited Indenture of Bargain and Sale, covenanted and agreed to be had and suffered as aforesaid, as of all and singular other the Conveyances and Assurances at any Time hereafter to be had, made, levied, executed, acknowledged or suffered, of all and every or any of the said Manor, &c. and Premises: **It is therefore** hereby declared, concluded and fully agreed by and between the said Parties to these Presents, and the said *C.H.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *M.A.* and *B.J.* their Heirs, Executors and Administrators, and every of them by these Presents, that he the said *C.H.* and all and every Person and Persons whatsoever, having or lawfully claiming or to claim any Estate, Right, Title or Interest, of, in or to the Premises, or any Part or Parcels thereof, by, from or under him the said *C.H.* shall and will from Time to Time before the End of — Term next ensuing the Date of these Presents, at or upon

To make a Tenant to the *Præcipe* in order for a Recovery.

If in two Counties.

Uses of the Recovery.

This Deed leads the Uses.

Consideration.

Covenant to corroborate the Bargain and Sale.

To make perfect Tenants of the Freehold.

Uses, Part to the Husband in Fee.

The Residue

to him for Life.

Part thereof for the Wife's Jointure.

The Residue, except the Jointure Lands, to Trustees for 60 Years from the Husband's Decease, if the Wife so long lived.

Upon Trust mentioned in another Deed.

the reasonable Request of the said *M.A.* and *B.Y.* their Heirs, Executors and Administrators, or any of them, but at the proper Costs and Charges of the said *C.H.* or his Assigns, do, make, levy, execute, acknowledge and suffer, or cause to be done, made, levied, executed, acknowledged and suffered, such further and other reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, as well for the corroborating, strengthening and confirming the Estate, made and granted or mentioned or intended so to be unto the said *M.A.* and *B.Y.* in and by the said recited Indenture of Bargain and Sale, and for making them lawful Tenants of the Freehold and Inheritance of all and singular the Premises, as for the further, better and more perfect assuring, sure-making, conveying, settling, establishing or confirming of all and every or any of the said Manor, &c. unto and for such and the same Uses, Intents and Purposes, as the same Premises are herein after granted, conveyed, limited and settled, or mentioned so to be, be it by Lease and Release, Fine, Reoffment, or by all and every or any of the said Ways and Means, or by any other Ways or Means in the Law whatsoever, as by the said *M.A.* and *B.Y.* or either of them, their or either of their Heirs, Executors or Administrators, or their or any or either of their Counsel learned, &c. **And it is further** covenanted, concluded, declared and fully agreed upon, by and between all the said Parties to these Presents, for them and their Heirs, and it is their true Intent and Meaning, that from and immediately after such Time as the said several common Recoveries shall be respectively had and perfected of the Premises as aforesaid, the said several common Recoveries and the Execution thereof, and all further and other Assurances and Conveyances whatsoever, of the said Premises, and every or any Part or Parcel thereof, at any Time after the Day of the Date of these Presents, had made, levied, executed and acknowledged, or to be had, made, levied, executed and acknowledged, by and between the said Parties to these Presents or any of them, or whereunto they or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; *And* that the said Recoverors in the said several common Recoveries and their Heirs, and all and every other Person and Persons, who at any Time then after shall be or stand seised of the said Manor, &c. or any of them, by Force and Virtue of the said several common Recoveries or either of them, or of any further or other Assurances or Conveyances which shall be made and executed of the said Premises or any Part thereof, shall so stand and be seised thereof, and of every Part and Parcel thereof respectively, *To* the several and respective Uses, Intents and Purposes, and with and under the several Limitations, Powers, Authorities, Liberties, Provisoos, Conditions and Agreements hereafter, in and by these Presents mentioned, limited, expressed and declared, of and concerning the said Premises respectively, (that is to say) *As for and concerning* the said Manor, &c. and all and singular other the Premises whatsoever in the said County of, &c. *To the Use* and Behoof of the said *C.H.* (*the Husband*) his Heirs and Assigns for ever, and to and for none other Use, Intent or Purpose whatsoever; *And as for and concerning* all and singular the said Messuages, Rectories, &c. in, &c. *To the Use* and Behoof of the said *C.H.* for and during the Term of his natural Life without Impeachment of or for any Manner of Waste, and from and immediately after the Determination of that Estate, *To the Use* and Behoof of the said *M.A.* and *B.Y.* and their Heirs, during the Life only of the said *C.H.* in Trust to preserve the contingent Uses thereof hereafter, in and by these Presents limited, and for that Purpose to make Entries, &c. as Occasion shall require, but that they shall not receive the Profits thereof to their own Use; *And from* and immediately after the Decease of him the said *C.H.* then as for and concerning all that, &c. being Parcel of the Premises, *To the Use* and Behoof of the said *B.D.* (*the intended Wife*) for and during the Term of her natural Life, for and in the Name of her Jointure, and in full Recompence, Lieu and Satisfaction of her Dower, which she may or otherwise might claim, have, challenge or demand of, in and to all or any the Manors, &c. of the said *C.H.* her intended Husband; *And also* from and immediately after the Decease of the said *C.H.* as for and concerning the said Messuages, Rectory, &c. (other than, &c.) to the said *B.* for her Jointure, *To the Use* and Behoof of the said *C. Lord A. M.A. S.F. B.L. B.Y.* and *M.H.* (*the Trustees*) their Executors, Administrators and Assigns, for and during the Term of 60 Years, to be accounted from the Death of the said *C.H.* and from thenceforth fully to be complete and ended, if the said *B.D.* shall so long live; nevertheless upon such Trusts and Confidences, and to and for such Intents and Purposes, as are or shall be mentioned, expressed, limited or declared, of and concerning the Premises, in and by one Indenture *Tripartite* bearing even Date herewith, and made or, &c. (*Vide Tit. Trust.*) and from and immediately after the Expiration, Surrender or other sooner Determination of the said Term of 60 Years, *To the Use* and Behoof of the said *B.D.* for and during her

her natural Life, for an Increase and Augmentation of her Jointure; And from and immediately after the Decease of the Survivor of them the said C. H. and B. D. as to, for and concerning all and singular the said Messuages, Rectory, &c. *To the Use* of the first Son, &c. (Vide Tit. **Limitations of Uses and Trusts**, p. 284.) and for Default of such Issue, *To the Use* and Behoof of the above named C. Lord A. M. A. S. J. B. L. B. J. and M. H. their Executors, Administrators and Assigns, for and during the Term of 99 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; *Nevertheless* upon such Trusts and Confidences as are herein after mentioned and declared of and concerning the same Term and Estate; and from and after the End, Surrender, or other sooner Determination of the said Term of 99 Years, *Then to the Use* and Behoof of the said C. H. his Heirs and Assigns for ever; And it is hereby declared, meant and agreed, by and between all and every the said Parties to these Presents, and the true Intent and Meaning of them, and every of them, and of these Presents, is upon this special Trust and Confidence, and to the Intent and Purpose, that in case the said C. H. shall have any one or more Daughter or Daughters begotten on the Body of the said B. D. who shall be living at the Time of the Commencement of the said Term of 99 Years; that then the said C. Lord A. &c. or the Survivors or Survivor of them, or the Executors or Administrators or such Survivor, shall by, with and out of the Rents, Issues and Profits of the said Messuages, Rectory, &c. to them limited for the said Term of 99 Years, or by Sale or Demise thereof, or of any Part thereof, for all or any Part of the said Term, or by all or any of the said Ways and Means, or otherwise as to them in their Discretions shall seem meet, raise and levy the Sum of 4000 l. for the Portion or Portions of such Daughter or Daughters, to be paid in such Sort, Manner and Form, as is herein after mentioned; (that is to say) *In case* there shall be only one such Daughter, and no more, then the said Sum of 4000 l. shall be raised and levied for the Portion of such only Daughter; and if there shall be two or more such Daughters, then the said Sum of 4000 l. shall be raised and levied for the Portions of such two or more Daughters to be equally divided amongst all such Daughters; which said Portion or Portions shall be paid unto such Daughter or Daughters, who shall not be born or shall be unmarried, or under the Age of 18 Years at the Time of the Commencement of the said Term of 99 Years, respectively at the Day or Days of her or their respective Marriage or Marriages, or at her or their respective Age or Ages of 18 Years, which shall first happen; But if she, they, or any of them shall be married, or shall have attained the said Age of 18 Years before the Commencement of the said Term of 99 Years, then the Portion or Portions of such Daughter or Daughters which shall be so married, or shall have attained her said Age of 18 Years before the Commencement of the said Term of 99 Years, shall be paid unto her or them respectively, so soon after the Commencement of the said Term of 99 Years as the same can conveniently be raised; And upon this further Trust and Confidence also, that after the said Sum of 4000 l. shall be levied and raised for the Portion or Portions of such Daughter or Daughters as aforesaid, together with all Charges in or about the Levying or Raising thereof, Or that any Person or Persons, to whom any Estate is herein before limited in Remainder of the same Premises, shall pay the same within the respective Time and Times limited for Payment thereof, that then at any Time, as also in case there shall be no such Daughter or Daughters at the Commencement of the said Term of 99 Years, they if no Daughter the said C. Lord A. M. A. &c. their Executors, Administrators and Assigns, shall and will, at the reasonable Request, and at the proper Costs and Charges of such Person or Persons to whom the next and immediate Estate for the Time being of and in the Premises, expectant upon the Determination of the said Term of 99 Years, shall by the true Intent and Meaning of these Presents, belong or appertain, surrender and yield up the said Estate and Term of Years, unto such Person or Persons so requiring the same: **Provided always**, and it is, &c. (Vide *Proviso, Husband may grant Leases, in first Marriage Settlement.*) And the said C. H. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said C. Lord A. M. A. &c. their Executors and Administrators, by these Presents, that over and besides the Messuages, Rectory, &c. in and by the said recited Indenture of Bargain and Sale, bearing even Date with these Presents, and by the said several Common Recoveries, or by any or either of them settled or agreed, or intended to be settled to and upon the first and other Sons of the said C. H. to be begotten on the Body of the said B. D. as aforesaid, He the said C. H. shall and will either leave to descend to, or by good and sufficient Conveyances and Assurances executed in his Life-time, settle upon the eldest Son and Heir of the said C. H. begotten on the Body of the said B. D. or other Heir

To the Wife
for Increase of
Jointure.

To Trustees
for 99 Years.

To the Husband in Fee.
The 99 Years
for raising
Portions for
Daughters.

Proviso for
Maintenance,

if no Daughter.

Proviso for
letting Leases.

Covenant that
the Husband
will leave to
the Heir 500 l.
per Ann. after
his and his
Wife's De-
cease.

Heir Male of the Body of the said C. H. begotten on the Body of the said B. D. in Fee-simple or in Tail general or special, Lands and Hereditaments, to the clear yearly Value of 500*l.* over and above all Charges and Reprises (publick Taxes excepted) which said Lands and Hereditaments of the yearly Value of 500*l.* as aforesaid, shall come to such Son or other Heir Male of the Body of the said C. H. begotten on the Body of the said B. D. in Possession either immediately after the Decease, or after the Decease of the said C. A. and of such Woman as shall be his Wife at the Time of his Decease; **And the said C. H.** for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said C. Lord A. &c. their Executors and Administrators, by these Presents, that the said Messuages, Rectory, &c. herein before mentioned, now are of the clear Value of 1000*l.* per Ann. over and above all Reprises (except publick Taxes) and so shall continue for ever hereafter, notwithstanding any Act, Matter or Thing whatsoever, done or to be done, or wittingly suffered by him the said C. H. (*Covenants that he is seised in Fee; hath Right to convey; free from Incumbrances. Vide the like Covenants in first Marriage Settlement. Covenant for further Assurance, ibidem.*) **In Witness,** &c.

The Deed of Bargain and Sale (a) to be inrolled, to make a Tenant to the Precipe, in order to suffer a Recovery which is recited in the last preceding Settlement.

- (9.) **THIS Indenture Tripartite, &c. Between** the Honourable C. H. one of the Sons, &c. of the first Part, M. A. of, &c. and B. J. of, &c. of the second Part, and the Right Honourable C. Lord A. S. J. B. L. and M. H. of the third Part, **Witnesseth**, that the said C. H. for and in Consideration of the Sum of, &c. to him in Hand paid by the said M. A. and B. J. at or before the Sealing and Delivery of these Presents, the Receipt whereof, &c. and for divers other good Causes and Considerations him the said C. H. thereunto especially moving, **hath** granted, bargained and sold, and by these, &c. unto the said M. A. and B. J. their Heirs and Assigns, **All** that the Manor, &c. and also all that the Rectory, &c. and the Reversion and Reversions, Remainder, &c. **To have**, &c. unto the said M. A. and B. J. their, &c. **To the Intent** and Purpose, &c. (*Vide Bargain and Sale, p. 669.*) **And it is further covenanted**, &c. (*Here the Date of the Settlement, and the Parties in the same Order as therein ought to be inserted.*)

A Settlement before Marriage of a Copyhold Estate, where, according to the Custom of the Manor, there is a dead Year after every Tenant's Death grantable by the Tenant in his Life-time, and his Widow enjoys the Estate durante castitate, if not aliened in the Husband's Life-time; the Wife's Goods to remain at her own Disposal, and the Husband's Name to be made use of by the Trustees in suing for the Wife's Debts, &c.

- (10.) **THIS Indenture Tripartite, &c. Between** M. F. of, &c. Widow and Relict of E. F. late of, &c. Gent. deceased, of the first Part, T. S. of, &c. Gent. of the second Part, and E. L. of, &c. T. B. of, &c. and J. B. of, &c. Gent. of the third Part. **Whereas** the said M. F. (*the Wife*) is now possessed of a considerable Personal Estate, consisting of Monies, Debts owing by Bond and Securities, and otherwise, above the Amount or Value of — and of divers Goods, Chattels and Household Stuff, *contained and expressed in the Schedule or Inventory thereof hereunto annexed*: **And whereas** the said T. S. (*the intended Husband*) is now seised and in Possession of a Copyhold Estate, of and in certain Lands and Tenements (for the Term of his Life) lying and being within the Manor of, &c. of the yearly Value of — or thereabouts, by Copy of Court-Roll and Grant of the said Copyhold Premises by, &c. (*the Lord of the Manor his Steward, and the Day whereon the Court was held*) and unto which said Copyhold Premises, (according to the Custom of the said Manor) there is a dead Year belonging after the Death of the Tenant thereof, dying seised in Possession at the Disposal of such Tenant in his Life-time, or else to be enjoyed by his Executors or Administrators: **And whereas** also by the Custom of the said Manor, the Wife of such Tenant, if she shall happen to survive him, is to have, hold and enjoy the said Copyhold Estate during her Widowhood, *keeping herself chaste*: **And whereas** a Marriage is shortly intended (by God's Permission) to be had
- Particular of the Wife's Effects.
- The Husband's Estate.
- Dead Year.
- Durante Castitate.

(a) Bargains and Sales, and all other Deeds to be inrolled must be on a single Crown Stamp.

had and solemnised between the said *T. S.* and *M. F.* *It is* concluded, declared and agreed by and between all the said Parties to these Presents, and the said *T. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *E. L. &c.* (*the Trustees*) and to and with every of them, their and every of their Executors and Administrators, that he the said *T. S.* shall not, nor will surrender, yield up or make void the said Copyhold Estate, whereby she the said *M.* shall or may be defeated of her Widow's Estate of and in the same Copyhold Premises, after the Death of him the said *T. S.* if the said Marriage takes Effect, in case she shall survive him; *And also* the said *T. S.* doth hereby give and grant to the said (*the Trustees*) the dead Year of the said Copyhold Premises, to hold to them and the Survivor of them, from and immediately after the Death of him the said *T. S.* *In Trust* for her the said *M.* in case the said Marriage takes Effect, and she shall survive him the said *T. S.* **And** the said *T. S.* doth also covenant, grant and agree to and with the said (*the Trustees*) and to and with every of them, their and every of their Executors and Administrators, by these Presents, that he the said *T. S.* his Executors, Administrators and Assigns, shall not intermeddle with, claim, take or dispose of any of the aforesaid Personal Estate, Money, Goods and Chattels of the said *M.* his intended Wife, other than and except only the Sum of — in Money, and no more, as a full Marriage Portion to him the said *T. S.* with the said *M.* his intended Wife, in case the said Marriage shall take Effect; (*Power for the Wife to dispose by Will; vide third Settlement before Marriage*); **And** the said *M. F.* by and with the Consent and Approbation of the said *T. S.* her intended Husband, and in Consideration of the Sum of 5 s. of, &c. she the said *M. F.* hath given, granted, bargained and sold, and by these Presents **Doth** give, grant, bargain, sell and deliver unto the said (*the Trustees*) their Executors, Administrators and Assigns, **All** and singular the said Goods, Chattels and Implements of Household; **To have and to hold** to them the said (*the Trustees*) their Executors, Administrators and Assigns for ever. **And** the said *T. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said (*the Trustees*) and to and with every of them, their and every of their Executors and Administrators, *That whereas* she the said *M.* hath divers Sums of Money due and owing unto her upon Bonds, Specialties, and other Securities, to the Amount of the Sum of — and above, that for the Recovery of the said Debts (if need require) he the said *T. S.* shall and will permit and suffer the said Trustees, or any Attorney or Attornies by their Appointment, in the Name or Names of them the said *T. S.* and *M.* his Wife, in case the said Marriage shall take Effect, to commence Suit and prosecute Actions against all and every the Person or Persons, as Occasion shall require, for all, every or any the said Monies and Debts that are now owing to the said *M.* *And* that he the said *T. S.* shall justify and maintain all such Actions and Suits, and shall not release, compound or discharge the same, or any Judgment or Judgments, Execution or Executions thereupon to be had or obtained without the Consent of them the said Trustees, but shall suffer and permit the said Trustees to receive the same Debts and Sums of Money, and every Part thereof, and all and every other Sum and Sums above the Sum of — and to preserve or dispose of the same, according to the said Trust in them reposed by her the said *M.* as aforesaid; and that she the said *M.* shall have full Power of the Disposal and Ordering thereof to any Person or Persons, without any Threats, Controul or Contradiction of him the said *T. S.* to hinder or deter her therefrom. **And** it is further agreed by and between the said *T. S.* and *M. F.* that neither of them, nor either of their Estates shall be charged or chargeable with the Debts or Engagements of the other of them, due, owing or payable before the Date of these Presents; *And* to that End the said *T. S.* doth covenant, promise and grant to and with the said Trustees above named, and to and with each and every of them, that he will pay and discharge all his own proper and particular Debts, or which he is bound for or stands chargeable with, to any Person or Persons, out of his own particular and peculiar Estate, without having or desiring any Part of the Personal Estate of the said *M.* other than the said Sum of — before mentioned; **And also** the said *M. F.* doth hereby covenant and agree, that in case the said *T. S.* after the said intended Marriage shall take Effect and be solemnised, shall be sued or molested for any the proper Debt or Debts of her the said *M.* contracted or owing by her before the Solemnisation of the said intended Marriage, or for any Legacy or Legacies which she is in any wise chargeable or liable to pay to any Person or Persons, that then the said Trustees shall have Power and Authority hereby to pay and discharge the said Debts and Legacies which she the said *M.* is so chargeable or liable to pay out of any her now proper Estate, other than the aforesaid Sum of — and in so doing, the said Trustees shall be discharged of any other Account thereof to be given to the said *M.* or to the said *T. S.* after the Solemnisation of the said intended Marriage;

Covenant that the Husband shall not surrender to the Wife's Prejudice.

The Husband to intermeddle with no more of the Wife's Personal Estate than a certain Sum.

Trustees may make Use of the Husband's Name to sue for the Wife's Debts.

The Husband not to release Actions, &c.

What shall be received to be at the Wife's Disposal.

One not to be charged with the other's Debts.

Trustees to pay the Wife's Debts out of the Personal Estate.

And the said Trustees, and each and every of them, do and doth for him and themselves respectively hereby covenant, promise and declare to and with the said T. S. and M. his intended Wife, that they will observe and perform the Trusts hereby in them reposed, according to the true Intent and Meaning of these Presents; And do hereby covenant each of them with the other of them respectively, not to act or do any Thing in or touching the Premises, without the Consent and Concurrence of all of them in that Behalf. In Witness, &c.

II. Settlements after Marriage.

A Settlement after Marriage reciting in Part the Marriage Articles, whereby the Husband releases certain Manors, Lands, Mansion-House, &c. to Trustees, subject to the Trusts therein declared, and for securing a Jointure of 2000l. per Ann. to the Wife, and assigns certain Leasehold Estates and Exchequer Annuities as a Collateral Security for the Purposes therein mentioned.

(1.)

Recital of
Marriage
Articles.

Lease for a
Year award-
ed.

The usual
Words in
other Settle-
ments.

THIS Indenture Quinquepartite, &c. Between the Right Honourable T. Earl of S. Viscount, &c. and the Right Honourable A. Countess of S. his Wife, of the first Part, F. E. of, &c. of the second Part, the Right Honourable A. Lord B. and W. J. of the third Part, H. S. of the fourth Part, and A. B. of the fifth Part, **Witnesseth**, that for and in Consideration of a Marriage already had and solemnised between the said Earl of S. and A. Countess of S. his Wife, and of a considerable Portion which the said T. Earl of S. hath had or became intitled unto in Right of his said Countess, upon and after the said Marriage; and in Pursuance and Part of Performance of certain Articles of Agreement, bearing Date, &c. and made between the said Earl of S. of the one Part, and Sir N. J. of, &c. and Dame A. R. Widow (since deceased) and the said Countess of S. by her then Name and Stile or Title of A. J. Spinster, of the other Part; and for the settling and conveying of the several Manors, &c. to the several Intents, &c. hereafter expressed, and for 10s. to the said Earl of S. paid by the said Lord B. and W. J. (the Trustees) and for other Considerations, &c. the said Earl of S. **hath** granted, released and confirmed, and by, &c. unto the said Lord B. and W. J. (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made by the said Earl of S. for one whole Year, for the Considerations of 5s. of, &c. by Indenture bearing Date the Day next before, &c. and made between the said Earl of S. and F. E. of the one Part, and the said Lord B. and W. J. of the other Part, and by Force of the Statute, &c.) and to their Heirs, all that the Manor, &c. all which said Manor, &c. were lately sold and conveyed by H. C. Esq; unto and to the Use of the said Earl of S. also the Manor of A. also that Mansion-House, &c. and also all and every the Messuages, &c. (general Words, &c.) to the said Manors, Capital Messuages, &c. belonging, and the Reversion, &c. and all the Estate, &c. **To have and to hold** to the said Lord B. and W. J. their Heirs and Assigns for ever, to and for the several Uses, &c. after limited, expressed and declared of and concerning the same: **And this Indenture further witnesseth**, that for the Considerations aforesaid, and in further Pursuance and Part of Performance of the said Marriage Articles, and for settling, &c. and for 10s. &c. and for other good Considerations, &c. them the said T. Earl of S. and F. E. thereunto moving, the said F. E. by the Direction and Appointment, and at the special Instance and Request of the said Earl of S. testified, &c. and also the said Earl of S. **have**, and each of them **hath** granted, released and conveyed, and by these Presents **do**, and each of them the said T. Earl of S. and F. E. **doth**, &c. unto the said Lord B. and W. J. (in their actual Possession now being, by Virtue of the said Indenture of Bargain and Sale herein before mentioned to bear Date the Day next before the Day of the Date of these Presents as aforesaid) and to their Heirs, **All** that the Manor of C. B. cum pertinentiis, &c. and all other the Messuages, &c. of the said Earl of S. in, &c. and also all and every the Messuages, &c. (general Words, &c.) to said last named belonging, and the Reversion, &c. and all the Estate, &c. of said Earl and F. E. of, in, or to the said last Premises. (Covenant from F. E. with Lord B. and W. J. that he hath done no Act to incumber. Vide Tit. Covenants.) **And it is** hereby agreed and declared by and between all the said Parties to these Presents, and it is the true Intent and Meaning of these Presents, and of all the Parties hereunto, that all and singular the said Manor and Premises hereby granted, released and conveyed, or mentioned or intended to be by the said Earl of S. and by the said F. E. severally and respectively shall be and remain, and the Conveyance and Conveyances hereby made, shall be and enure to the several Uses, Intents and Purposes, and subject to and under the several Provisoos, Trusts, Limitations

Limitations, Powers and Agreements herein after expressed, limited, declared and appointed of and concerning the same, viz. **As to** said Mansion-House, &c. **To the Use** of said A. and B. (the Trustees) their Executors, &c. for and during, and unto the full End and Term of 1000 Years, from thenceforth next ensuing and fully to be compleat and ended, *sans Waste*, upon the several Trusts, &c. after mentioned concerning the same Term; And as to, for, &c. (another Estate) **To the Use** of said A. and B. their Executors, &c. for 1500 Years from thenceforth, &c. *sans Waste*, upon the Trusts, &c. And also the said Mansion-House, &c. subject to the said Term of 1000 Years, and the Trusts thereof; And also as to the said Manor, &c. and Premises, subject to the said Term of 1500 Years, and the Trusts thereof; And also as to all and singular the said Manors, &c. in the County of Y. and L. **To the Use** of said T. Earl of S. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power to do and commit Waste, (other than voluntary Waste in pulling down Houses without rebuilding the same); and from and after the Determination of that Estate, **To the Use** of said Lord B. and W. J. and their Heirs, to preserve Contingent Remainders, &c. (Vide general Words in Settlements); And from and immediately after his Decease, Then as to, for and concerning the said Mansion-House, &c. **To the Use** of said A. Countess of S. for Life, &c. And as to said Manors, &c. in the County of Y. and L. (other than and except the said Capital Messuage, &c. at S.) from and after the Decease of the said Earl of S. **To the Use** of said H. S. and F. E. &c. for 500 Years, Upon the Trusts, and to and for the Intents and Purposes, and Subject to the Proviso and Agreement hereafter, &c. And from and after the Expiration or other sooner Determination of the said Term of 500 Years, and subject thereunto; Then as to the same Premises, And also as to, for, &c. (the other Estate) from and after the Decease of the said Earl of S. and subject to the said Term of 1500 Years therein, **To the Use** of the said Lord B. and W. J. their Executors, &c. for 600 Years, Upon the Trusts, &c. and subject to the Proviso and Agreement, &c. and from and after the Expiration or other sooner Determination of the said Term of 600 Years, and subject thereunto; Then as to the same Premises comprised in the said Term of 600 Years, and as to, &c. said Capital Messuages, &c. in S. after Death of the said Earl, and also as to the said Mansion-House in, &c. from and after Death of the said Earl and Countess, subject to the Term of 1000 Years therein, **To the Use** of first, second, and other Sons of said Earl by the Countess in Tail Male; and for Default of such Issue, &c. And as to all said Manors and Premises, (other than and except the said Capital Messuage, &c. at S. and other than and except the Premises in N. and other than and except the said Mansion-House, &c. **To the Use** of said Lord B. and W. J. their Executors, &c. for 700 Years, Upon the Trusts, &c. after mentioned concerning the same Term; and after Determination of the said Term of 700 Years, Then as to Premises comprised in the same Term, and as to said Capital Messuages in S. and as to said Mansion-House in, &c. and said Manor, &c. in N. in Default of such Issue Male by said Earl on said Countess, &c. **To the Use** of the said Earl of S. and the Heirs Male of his Body; and in Default of such Heirs Male of the Body of the said Earl of S. **To the Use** of P. W. Esq; (Brother of said Earl) for Life *sans Waste*, (other than voluntary, &c. as before); Remainder to the said Lord B. and W. J. &c. to preserve Contingent Uses, &c. Remainder to the said W. eldest Son of said P. for Life, *sans Waste*, &c. as before; Remainder to said Lord B. and W. J. to preserve Contingent Remainders; Remainder to the Use of the first, second, and other Sons of said W. W. in Tail Male; Remainder to G. W. (second Son of the said P.) for Life, &c. *sans Waste*, &c. as before; Remainder to said Lord B. and W. J. &c. to preserve Contingent Uses, &c. Remainder to the first and other Sons of the said G. in Tail Male; Remainder to the third Son of the Body of the said P. W. to be begotten, and the Heirs Male of the Body of such third Son lawfully issuing; and for Default of such Issue, **To the Use** and Behoof of the fourth, fifth, sixth, and all and every Son and Sons of the Body of the said P. W. lawfully to be begotten, severally, successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of the same Sons, and the Heirs Male of his Body issuing, being always preferred and to take Place before the younger of the same Sons, and the Heirs Male of his and their Body and Bodies issuing; and in Default of such Issue, **To the only Use** and Behoof of the said T. Earl of S. his Heirs and Assigns for ever: **Provided** always, and it is hereby agreed, &c. (Vide Power to grant Leases in the first Settlement before Marriage); And as to, for and concerning the same Term and Estate for 500 Years limited to them the said H. S. and F. E. their Executors, Administrators and Assigns as aforesaid, it is hereby declared

1000 Years Term.

1500 Years Term.

To the Use of the Husband for Life *sans Waste*. Remainder to Trustees to preserve Contingent Remainders. Uses.

Uses and Remainders.

The Countess's Jointure

in Bar of Dower.

The 500 Years Term to be void on Payment of all Arrears of Jointure after the Countess's Death and Trustees Charges.

The Trust of the 600 Years Term to raise Portions for younger Children.

The Trust of the 700 Years Term.

Trustees to raise what Sums they shall think meet for Daughters Maintenances.

declared by all the said Parties to these Presents, that the same Estate and Term is so to them limited as aforesaid, **Upon Trust and Confidence**, and to the Intent that the said *H. S.* and *F. E.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do in the first Place, and previous to any other Payment, by and out of the Rents, Issues and Profits of the said Manors, Graveship, Bailiwick, &c. comprised in the said Term of 500 Years, raise for and pay unto the said *A. Countess* of *S.* and her Assigns, from and after the Decease of the said *T. Earl* of *S.* in case she the said Countess shall happen to survive the said Earl, yearly and every Year, for and during the Term of her natural Life, *The Annuity* or yearly Rent or Sum of 2000*l.* of lawful Money of *G. B.* at or upon the two most usual Feasts or Days of Payment in the Year; (that is to say) &c. by even and equal Portions, free and clear and discharged, &c. (*clear of all Deductions, as in the former Settlements*); the first of the said Payments to begin and be made on such of the said Feasts or Days of Payment as shall next happen after the Decease of the said Earl of *S.* which said Annuity or yearly Rent or Sum of 2000*l.* herein before limited and appointed to be paid to the said Countess of *S.* as aforesaid, and further secured to her by the said Marriage Articles, is hereby limited, intended and accepted, as and for the Jointure of the said *A. Countess* of *S.* and in full Satisfaction and Recompence, Lieu and Bar of all Dower and Thirds at Common Law, which she shall or may have or claim, of, in, unto or out of any Manors, Messuages, Lands, Tenements or Hereditaments whatsoever, whereof the said *T. Earl* of *S.* is or any Time hereafter shall be seised of any Estate of Inheritance, at any Time during the Coverture between him and the said Countess: **Provided always**, And it is hereby declared, that in case the said *A. Countess* of *S.* shall happen to depart this Life before the said *T. Earl* of *S.* her Husband, or in case she shall survive the said Earl, that then immediately after her Decease, and the actual Payment and Satisfaction of all the Arrears of the said Annuity or yearly Rent or Sum of 2000*l.* which shall be due and owing to the said Countess of *S.* at the Time of her Decease, and likewise of the Costs and Charges of the Trustees of the said Term and Estate for 500 Years, in case they or either of them shall expend or be put to any such Costs or Charges, the said Term and Estate for 500 Years shall after the Death of the said *A. Countess* of *S.* and not before, cease, determine, and be utterly void, to all Intents and Purposes; any Thing herein before contained to the contrary notwithstanding; and as touching and concerning the said Term and Estate for 600 Years, limited to them the said Lord *B.* and *W. J.* their Executors, Administrators and Assigns as aforesaid, *It is* hereby declared by all the said Parties to these Presents, that the Estate and Term is so to them limited as aforesaid, **Upon Trust**, that in case the said *T. Earl* of *S.* shall happen to have an Heir Male of his Body begotten on the Body of the said *A. Countess* of *S.* his Wife, and any other Child or Children by her, be they Son or Sons, Daughter or Daughters, born or to be born at the Time of or after his Decease, that then he the said *T. Earl* of *S.* if he shall think fit, shall be impowered and shall have full Power, Liberty and Authority, by any Writing under his Hand and Seal, to be attested by two or more Credible Witnesses, to charge the same, or any Part thereof, and raise thereout, or any Part thereof, any Sum not exceeding 4000*l.* a-piece, to and for any Daughter or younger Son of the said Earl, by the said Countess begotten, or to be begotten, or any Annuity not exceeding 200*l.* per Ann. a-piece, to or for any such younger Son or younger Sons, for the Life or Lives of such younger Son and Sons, and to be paid to him, her, or them, in such Manner, and at such Days and Times, and by such Proportions, as the said Earl shall by such Writing direct and appoint; *And as to*, for and concerning the said Term and Estate for 700 Years, limited to them the said Lord *B.* and *W. J.* their Executors, Administrators and Assigns, as aforesaid, *It is* hereby declared by all the said Parties to these Presents, that the same Estate and Term is so to them limited, as aforesaid, **Upon Trust**, that in case there shall be a Son of the Body of the said *T. Earl* of *S.* begotten on the Body of the said *A. Countess* of *S.* his Wife, born in the Life-time of the said *E. S.* or after his Decease, or if there shall be any such Son or Sons, and that all and every the same Son and Sons shall happen to die without Heir Male of their respective Bodies, before any such Son shall attain to the Age of 21 Years; and that in either of the same Cases there shall happen, to be more than one Daughter or Daughters of the Body, &c. (*Vide Power to sell, &c. for raising Daughters Portions, as in the first Settlement before Marriage*): And also that in case all the said Daughters shall happen to die, &c. (*their Portions to sink into the Inheritance. Vide the sixth Settlement before Marriage*): **And upon further Trust**, that they the said Lord *B.* and *W. J.* and the Survivor of them, his Executors, Administrators and Assigns, by and out of the Rents, Issues and Profits of the said Premises, so limited to them for the said Term of 700 Years, as aforesaid, do and shall raise, levy and pay such yearly Sum

Sum and Sums of Money, as to them, or the Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet, for the Maintenance and Education of such Daughter and Daughters respectively, not exceeding in the Whole — *per Cent. per Ann.* for such Sum and Sums of Money, as such Daughter or Daughters shall be intitled to for her or their respective Portion or Portions, until their respective Portions shall become payable by Virtue of these Presents; and the same yearly Maintenance to be paid to such Daughter and Daughters at the four most usual Feasts or Days of Payment in the Year, by even and equal Portions, clear of all Taxes and Charges; the first Quarter's Payment thereof to be made to them respectively, at such of the said Feasts or Quarter-Days as shall next happen after the Decease of the said T. Earl of S. and Failure of such Issue Male as aforesaid: **Provided always**, that if any such one Daughter or Daughters, &c. (See *Proviso if Sons and Daughters advanced in their Father's Life-time, in the first Settlement before Marriage*): **Provided also**, that if any Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 700 Years of and in the Premises, shall by Virtue hereof appertain, shall pay, or otherwise well and sufficiently secure to be paid to the said Daughter or Daughters the said Portion and Portions, and yearly Sum or Sums, for Maintenance as aforesaid, or so much thereof as shall not be then raised as aforesaid; or if at the Time of such Failure of all such Issue Male of the Body of the said T. Earl of S. on the Body of the said A. Countess of S. his Wife, there shall happen to be no such Daughter of their Bodies between them begotten, nor any such Daughter to be born alive, or there being such, all of them shall happen to die before Marriage and before their respective Ages of 21 Years; or in Case all and every the Trusts herein before declared of and concerning the said Term of 700 Years, shall in and by all Things be fully performed, according to the true Intent and Meaning of these Presents, and that the Trustees Charges of the Execution of the said Trusts shall be unto them fully satisfied; then in any of the said Cases respectively happening, the said Term of 700 Years of and in the said Premises, whereof the same Term is limited in Use as aforesaid, or if in so much thereof as shall remain unfold and undisposed of for the Purposes aforesaid, shall from thenceforth cease, determine and be utterly void, to all Intents and Purposes, as if it had run out and expired by Effluxion of Time; any Thing therein contained to the contrary thereof in any wise notwithstanding: *And as touching* and concerning the said Term and Estate for 1000 Years, limited to them the said — their Executors, Administrators and Assigns, as aforesaid, **It is** thereby declared by all the said Parties to these Presents, that the same Estate and Term is so to them limited as aforesaid, **Upon Trust** that they the said (*the Trustees*) or the Survivor of them, his Executors, Administrators or Assigns, shall and may, by and with the Direction and Appointment of the said T. Earl of S. under his Hand and Seal in Writing attested by two or more credible Witnesses, by one or more Mortgage or Mortgages, Under-Lease or Under-Leases of the Premises comprised in the said Term of 1000 Years, or of any Part thereof, raise or secure any Sum or Sums not exceeding in the Whole 2500*l.* Principal Money, for the proper Use of the said T. Earl of S. the said Term of 1000 Years, and the Premises therein comprised, being to be liable to the Payment of the said 2500*l.* and all Interest which shall grow due for the same; **And** as touching and concerning the said Term and Estate for 1500 Years, limited to them the said — (*the other Trustees*) their Executors, Administrators and Assigns as aforesaid, it is hereby declared by all the said Parties to these Presents, that the same Estate and Term is so to them limited as aforesaid, **Upon Trust** that they the said — or the Survivor of them, his Executors, Administrators or Assigns, shall and may, by and with the Direction and Appointment of the said T. Earl of S. &c. (*verbatim as next above*): **Provided always**, &c. (*Trustees not answerable for each other's Default, and to be reimbursed. Vide first Settlement before Marriage*): **Provided always**, and it is hereby declared and agreed by and between all the said Parties to these Presents, and the true Intent and Meaning of these Presents and the Parties to the same is, and these Presents are to the Use and Intent, that it shall and may be lawful to and for the said T. Earl of S. in Case he shall happen to survive and outlive the said A. Countess of S. his Wife, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, attested by two or more credible Witnesses, to grant, assign, limit or appoint any Part or Parts of the said Manors, Messuages, &c. hereby conveyed and settled, not exceeding 1000*l.* *per Ann.* unto any Woman or Women respectively, which he the said T. Earl of S. after the Death of the said A. Countess of S. his Wife, shall happen to marry or take to Wife, either before or after such Intermarriage or Marriages, for the Life or Lives of such Woman and Women successively, for her or their Jointure or Jointures respectively; **Subject nevertheless** to such Leases as shall happen to be thereof made, by Virtue of the

Payable
Quarterly.The 700
Years Term
to be void
when the
Trusts thereof
are performed,
and Trustees
paid their
Charges in
the Execution,Trusts of the
1000 Years
Term.To raise
2500*l.* for
the said Earl's
private Use.The Trust of
the 1500
Years Term
to raise
8000*l.* for
the Earl's Use.Power to
make a Jointure
on any
future Wife,subject to
Leases.

Power

Recital of a Demise from the Crown to the Earl, of the Benefit of Post-Fines for 48 Years, and of a Fishery, Profits of Courts and Market, for 99 Years.

Assignment of Post-Fines and Fishery, &c. to the Trustees.

Uses of Leasehold Premises and Annuities,

to the Use of said Earl for Life,

then to secure the Countess's Jointure as collateral;

then for securing younger Children's Portions;

Remainder to the first Son, &c.

To the eldest Son,

Power herein contained. (*Vide Covenants, free from Incumbrances; right to convey, and for further Assurance, in the first Marriage Settlement*): **And whereas** his late Majesty, by his Indenture of Lease under the Great Seal, bearing Date, &c. made between his said late Majesty of the one Part, and the said T. Earl of S. of the other Part, did, for the Considerations therein mentioned, grant, demise and to Farm let unto the said Earl of S. his Executors, &c. all the Benefit, &c. of the Fines passed in the Court of Common Pleas, for or in respect of Fines *pro licentia concordandi*, commonly called Post-Fines, &c. **Now this Indenture further witnesseth**, that for the Considerations aforesaid, and in further Pursuance and Performance of the said Articles of Agreement made before the said Marriage as aforesaid, and in Consideration of 5 s. of, &c. to the said Earl paid, &c. by the said A. Lord B. and W. J. (*the Trustees*) at or, &c. the Receipt, &c. he the said Earl hath bargained, sold, assigned and set over, and by, &c. (*to said two Trustees*) all the said Fines, &c. and the said Fishery, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said several and respective Leasehold Premises hereby assigned, or mentioned or intended to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto (*the two Trustees*) their Executors, &c. from henceforth, for and during all the Rest and Residue of the said several and respective Terms of 48 Years and 99 Years therein respectively yet to come and unexpired, and for and during any and every other Term or Terms of Years which he the said Earl hath or is intitled unto in the said several and respective Leasehold Premises, or any Part or Parcels thereof; **Subject nevertheless** to the several Trusts, and to the Intents and Purposes herein after expressed, limited and declared concerning the same: **And whereas** the said Earl hath assigned and transferred unto the said A. Lord B. and W. J. their Executors, &c. the several Annuities herein after mentioned, payable out of his Majesty's Exchequer, (for the Residue of several Terms for 99 Years) amounting together to the Sum of 400 l. *per Ann. viz. &c. (the Particulars)*: **Now this Indenture further witnesseth**, and it is hereby declared by and between, &c. that the said several Assignments so made by the said Earl of S. to the said (*the Trustees*), their Executors, &c. as aforesaid, of the said several and respective Leasehold Premises, and of the said several and respective Annuities, amounting together to the Sum of 400 l. *per Ann.* as aforesaid, are upon the several Trusts, and to the Intents and Purposes herein after expressed, limited and declared concerning the same respectively, *viz.* **In Trust** that they the said A. Lord B. and W. J. and the Survivor of them, his Executors, &c. shall stand possessed of the said several and respective Leasehold Premises, and of the said Exchequer Annuities, amounting to 400 l. *per Ann.* **In Trust** for the Benefit of the said Earl of S. and his Assigns, for and during so many Years of the said several and respective Terms of 48 Years, and 99 Years, as he the said Earl of S. shall happen to live; and from and immediately after his Decease, in Case he shall die within the same several and respective Terms, or any of them, then as to the said Leasehold Premises in, &c. comprised in the said Indenture of Lease, dated, &c. **In Trust** in the first Place, for the better securing of the Raising and Payment of the said Annuity or yearly Rent or Sum of 2000 l. to and for the said A. Countess of S. for and during her natural Life for her Jointure, as aforesaid, according to the true Intent and Meaning of these Presents; *And in the next Place*, for better securing the Raising and Payment of any Sum not exceeding 4000 l. a-piece, to and for any Daughter or younger Son of the said Earl of S. by the said Countess, or any Annuities not exceeding 200 l. *per Ann.* a-piece, to or for any younger Son or younger Sons of the said Earl of S. by the said Countess, for the Life or Lives of such younger Son and Sons, and to be paid to him, her or them, in such Manner, and at such Days and Times, and by such Proportions, as the said Earl of S. shall by such Writing under his Hand and Seal, attested as aforesaid, direct or appoint, and subject as aforesaid, as to the same Leasehold Premises; **And also** as to all other the said Leasehold Premises herein before mentioned, and the said Exchequer Annuities, amounting to 400 l. *per Ann.* from and after the Decease of the said T. Earl of S. **In Trust** for the first Son of the Body of the said T. Earl of S. begotten or to be begotten upon the Body of the said A. Countess of S. until such first Son shall arrive to the Age of 21 Years; and in Case such first Son shall arrive to the Age of 21 Years, then **In Trust** for such first Son, his Executors, Administrators and Assigns, for and during the full Rest and Residue of the same several and respective Terms of 48 Years, and 99 Years; but in Case such first Son shall die within the Age of 21 Years, then **In Trust** for the second Son of the Body, &c. (*and so on as to the first*) then to the third, fourth Sons, as in, &c. (*Vide Tit. Limitations of Uses and Trusts, p. 284.*) Remainder to W. W. &c. **Provided always**, that in Case any of such Son or Sons shall arrive to the Age of 21 Years, then **In Trust**, and to the Intent and Purpose, that the full, intire and absolute Interest

of the same several and respective Terms of 48 Years, and 99 Years, shall vest in such of the said Sons as shall first arrive to the Age of 21 Years, and shall go to the Executors, Administrators and Assigns of such Son that shall first arrive to the said Age of 21 Years, during the Residue of the said several and respective Terms of 48 Years, 99 Years, and 99 Years; and that then and in such Case the Limitation over to the said younger Sons and subsequent Issue Male shall be void and of no Effect; and for want of such Issue Male of the said T. Earl of S. on the Body of the said A. Countess of S. his Wife begotten or to be begotten, which shall arrive to the Age of 21 Years, then as to the said Leasehold Premises comprised in the said Indenture of Lease, &c. **In Trust** for the better securing the Raising and Payment of the said Sum of 20000 l. for Daughters Portions as aforesaid, in Case the same shall ever become due and payable by Virtue of these Presents; and for the better securing the Raising and Payment of such yearly Sum and Sums of Money, as to the said (the Trustees) or the Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet as aforesaid, for the Maintenance and Education of such Daughter and Daughters respectively, not exceeding in the Whole the Sum of — per Cent. per Ann. for such Sum and Sums of Money as the said Daughter or Daughters shall be intitled to, and for her or their Portion or Portions, according to the true Intent and Meaning of these Presents, *And subject* as aforesaid, *As to* the same Leasehold Premises in the County of L. comprised in the said Indenture of Lease, dated, &c. and also as to the said other Leasehold Premises herein before mentioned, and the said Exchequer Annuities, amounting to 400 l. per Ann. in Default of Issue Male of the said T. Earl of S. on the Body of the said A. Countess of S. his Wife begotten or to be begotten, which shall arrive to the Age of 21 Years, then **In Trust** for the only Benefit of the first Son of the Body of the said T. Earl of S. by any Wife that he the said Earl shall after marry, until such Son shall attain to the Age of 21 Years; and after such Son shall attain the said Age of 21 Years, then **In Trust** for such Son, his Executors and Administrators, for the Residue of the said several and respective Terms of, &c. (as before); and in Default of such Son of the said Earl of S. that shall attain to the said Age of 21 Years, then **In Trust** for the Benefit of the said P.W. and his Assigns, for and during so many Years of the said several and respective Terms of, &c. as he the said P.W. shall happen to live; and from and immediately after his Decease, in Case he shall die within the same several and respective Terms, or any of them, then **In Trust** for the Benefit of the said W.W. &c. in like Manner, (afterwards to his first Son, as before in the Earl's contingent Remainders); but in Case such first Son shall die within the Age of 21 Years, then **In Trust** for the second, &c. (Vide Limitations of Uses and Trusts, p. 284.) *Provided, &c.* (The like Proviso as in the Earl's before); and for want of such Issue Male of the Body of the said W.W. to be begotten, then **In Trust** and for the only Benefit of the said T. Earl of S. his Executors and Administrators, for the Rest, Residue and Remainder of the said several and respective Terms of 48 Years, 99 Years, and 99 Years: And the said T. Earl of S. doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said (the Trustees) their Executors, &c. that all Renewals which shall hereafter be made of the said several and respective Leases so granted unto the said T. Earl of S. by the said several in Part recited Indentures of Lease as aforesaid, shall be subject to the same Trusts as are herein before declared concerning the same Premises: *He further covenants with the same Trustees, that notwithstanding any Act, &c. (That the Leases are valid, &c. both good Right to assign; both done no Incumbrance; and for further Assurance, ut antea, vide first Marriage Settlement.)* And whereas in and by the said Marriage Articles the said T. Earl of S. is obliged to assign, transfer and set over 500 l. issuing and payable out of his Majesty's Exchequer, for the Remainder of the Term of 99 Years, upon the Trusts, and to the Intents and Purposes, herein before and in the said Marriage Articles mentioned and expressed: And in Regard the said T. Earl of S. has no more than the said Annuities, amounting to 400 l. per Ann. hereby assigned and transferred as aforesaid, therefore he the said T. Earl of S. for himself, his Heirs, &c. doth covenant, &c. with the same two Trustees, their Executors, &c. that he the said Earl, his Heirs, Executors, &c. shall and will within — next ensuing the Date of these Presents, at his or their own Costs and Charges, purchase one or more Annuity or Annuities, amounting to 100 l. per Ann. payable out of his Majesty's Exchequer, for the Residue of a certain Term of 99 Years; and shall and will well and sufficiently assign and transfer the same Annuity or Annuities of 100 l. per Ann. to the same Trustees, their Executors, &c. upon the same Trusts, and to the same Intents and Purposes, as are herein before expressed, limited and declared of and concerning the said several Annuities, amounting to 400 l. herein before mentioned. **In Witness, &c.**

to secure
20000 l. for
Daughters
Portions;

then to secure
Daughters
Mainte-
nances.

To the Use of
the first Son,
of an after-
taken Wife,
Remainder to
R. P.

Leases when
renewed, to
be subject to
the same
Trusts as be-
fore.

Recital of a
Covenant in
Marriage Ar-
ticles.

The Earl co-
venants to
purchase
100 l. more
Exchequer
Annuities to
make up the
Deficiency,
and to transfer
the same to
the same Uses.

A Settlement after Marriage, reciting the Marriage Articles, and a Revocation of the Uses in the said Articles contained, pursuant to a Power thereby reserved to the Wife; a Covenant from the Husband to pay his Wife's former Husband's Debts.

(2.) **THIS Indenture Tripartite**, made, &c. **Between** N. L. of, &c. (*the Husband*) and E. L. his Wife of the first Part, T. C. Esq; and S. H. of, &c. of the second Part, and J. L. of, &c. of the third Part. **Whereas** by Indenture Tripartite, bearing Date, &c. and made or mentioned to be made between the said N. L. of the first Part, the said E. L. of the second Part, and the said T. C. and S. H. of the third Part, *Reciting*, that E. B. (*the Wife's Name before Marriage*) was possessed of or intitled unto a considerable Estate, consisting of Leases of divers Houses and Lands, and of Money in the publick Funds, and out at Interest upon Bonds, Mortgages, and other Securities, ready Money, Pictures, Jewels, Plate, Household Goods and Debts due by simple Contract, the said E. B. now E. L. in Consideration of a Marriage then intended, and which has since been had and solemnized between her and the said N. L. and for the Considerations therein mentioned, did by and with the Consent and Approbation of the said N. L. grant, bargain and sell, assign, transfer and set over unto the said T. C. and S. H. (*the Trustees*) their Executors, Administrators and Assigns, all her said Estate and Effects whatsoever which she then was possessed of or intitled unto, to the Uses, Intents and Purposes therein after expressed, (that is to say) *That* they the said T. C. and S. H. should sell and dispose of all such Pictures and Household Goods of the said E. B. over and above what was proper for her necessary Use, and sue for and receive all the Debts due to her, and place the Money arising therefrom out at Interest, upon Government or other Securities, or by Purchase of any Lands of Inheritance, to be settled to the Uses therein mentioned, and suffer the said E. notwithstanding her Coverture, or any Person by her Order and Direction, in Writing under her own Hand and Seal, to receive the Rents, Issues and Profits thereof, and of all the said Estate and Effects to her own separate Use during her Life, and with which the said N. L. was not to intermeddle; and the said E.'s Receipt, notwithstanding her Coverture, was to be a good Discharge for the same; and after her Decease, if she should leave any Issue of that Marriage at her Death, *Then* to permit and suffer the said N. L. to take and receive the Rents, Issues and Profits thereof, during his Life; and after his Decease, *Then* for the said T. C. and S. H. to sell and dispose of all the said Estate and Effects of the said E. and by the Monies arising therefrom to pay to such Child or Children of that Marriage, equally at their respective Ages of 21 Years or Days of Marriage; and for want of such Issue who should attain the Age of 21 Years or Days of Marriage, *Then* the said T. C. and S. H. to permit and suffer such Person or Persons to receive the Sum of 15000 l. Part thereof, as the said E. by her last Will, or other Deed in Writing, notwithstanding her Coverture, should direct and appoint; and for want of such Appointment, *Then* to permit and suffer the said N. L. his Executors, Administrators and Assigns, to receive the Whole of such Money which should be made of the said E.'s Estate and Effects, to his and their own Use; or in Case the said E. should make such Appointment, *Then* to permit the said N. L. his Executors, Administrators and Assigns, to receive and take all the Remainder of the Money and Estate to his and their own proper Use; *In which* said Indenture Tripartite is contained a Proviso, that it should and might be lawful to and for the said E. with the Consent of the said N. L. at any Time after the said Marriage, by any Deed or Deeds in Writing, to make void or revoke all or any of the Uses therein declared, and to appoint such other Use or Uses, or Limitations, touching the Estate of the said E. as to them the said N. L. and E. B. now E. L. should seem meet; as in and by the said recited Indenture Tripartite, Relation being thereunto had, may more fully appear: **Now this Indenture witnesseth**, that in Pursuance of the Power and Authority given and reserved to the said E. L. (*the Wife*) in and by the said Indenture Tripartite, and of all other Powers and Authorities whatsoever her thereunto enabling, she the said E. L. by and with the Consent and Approbation of the said N. L. testified, &c. **hath** revoked and made void, and by this Deed indented in Writing, **Doth** revoke and make void *All and every* the Uses and Trusts in and by the said recited Indenture limited and declared of and concerning all and every or any of the Real and Personal Estate and Effects of the said E. L. whereof, wherein or whereunto she was seised, possessed or intitled, immediately before her Intermarriage with the said N. L. and **Doth** hereby (in Pursuance of the Power and Authority given and reserved to her as aforesaid) grant, bargain and sell, assign, limit and appoint the same Real and

Recital.

The Wife's Estate.

Assignment thereof to Trustees, to place out the same upon Securities, or in Purchase of Lands, for her separate Use.

Trustees might sell for Childrens Benefit.

The Wife to have the Disposal of 1500 l. by her Will, or otherwise.

The Husband to take the Remainder.

Power of Revocation reserved to the Wife.

Revocation.

Assignment of new Uses.

and Personal Estate and Effects, and every Part thereof, unto the said *S. H.* and *J. L.* their Heirs, Executors, Administrators and Assigns, upon the Trusts and to and for the Ends, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same respectively: **And it is** hereby agreed and declared, and the said *N. L.* for himself, his Heirs, Executors and Administrators **Doth** hereby covenant and agree to and with the said *S. H.* and *J. L.* their Heirs and Assigns, and the said *E. L.* doth hereby promise and agree that they the said *N. L.* and *E.* his Wife shall and will, sometime before the End of *Michaelmas* Term next ensuing the Date hereof, acknowledge and levy before his Majesty's Justices of the Court of Common Pleas at *Westminster*, in due Form of Law, one Fine **Sur Concessit** unto the said *S. H.* and *J. L.* and their Heirs, or the Heirs of one of them, **Of All** that Frith or Bushet, heretofore a Wood, &c. (*the Parcels*) by such Names and Descriptions to ascertain the same, as shall be thought requisite in that Behalf; **Whereby** the said *N. L.* and *E.* his Wife shall grant, convey, lease and demise the said Messuage, Farm, Tenement, Lands and Premises unto the said *S. H.* and *J. L.* and their Heirs, or the Heirs of one of them, during the Lives of the *Ceux que Vies* in the same Lease named, and the Life of the longer Liver of them: **And it is** hereby agreed and declared, and the said *E. L.* doth hereby direct and appoint that the said *S. H.* and *J. L.* and their Heirs, or the Heirs of one of them, shall stand and be seised of and in the said Farm, Lands and Premises in the said Fine to be comprized during the Continuance of the two Lives now remaining in the Lease thereof named, and during the Continuance of any subsequent Lease to be granted of the same Premises upon the Trusts following, that is to say, **Upon Trust** to pay the clear Rent and Profits of the same Premises during the Life of the said *E. L.* unto such Person or Persons as the said *E. L.* shall, notwithstanding her Coverture and whether she shall be Sole or Covert, by Writing under her Hand, from Time to Time nominate, direct or appoint; and in Default of such Direction, Nomination or Appointment, into the proper Hands of the said *E. L.* (*Vide not subject to the Husband's Controul, in the third Settlement before Marriage*); and immediately after the Decease of the said *E. L.* the said *S. H.* and *J. L.* their Heirs and Assigns, shall stand seised of the said Messuage, Lands and Premises in the said Lease comprized, with their and every of their Appurtenances, **In Trust** for the said *N. L.* his Heirs and Assigns: **And whereas** the said *N. L.* and *E.* his Wife have laid out the Sum of 1000*l.* Part of the Effects of the said *E.* in the Purchase of the several Stocks, Funds and Securities herein after mentioned, (that is to say) the Sum of 650*l.* in the old joint Stock of South-Sea Annuities, and the Sum of 350*l.* in the Orphanage Stock of the City of *London*, and the same Stocks are transferred to and standing in the Name of the said *S. H.* and *J. L.* **Now this Indenture further witnesseth**, and it is hereby agreed and declared, and the said *S. H.* and *J. L.* by and with the Consent and Approbation of the said *N. L.* and *E.* his Wife, testified by their executing these Presents, do agree and declare that they the said *S. H.* and *J. L.* their Executors and Administrators shall and will stand and be possessed of and interested in the old South-Sea Annuities Stock, and Orphanage Stock, and all Interest and Dividends attending the same, **In Trust** to sell, transfer, &c. (*Vide Power for Trustees to sell, in third Settlement before Marriage*). And it is hereby further agreed and declared, that the said *S. H.* and *J. L.* their Executors and Administrators shall stand and be possessed of and interested in all the Jewels, Watches and Trinkets, and other Paraphernalia of and belonging to the said *E. L.* before her Intermarriage with the said *N. L.* and of all the China and Household Linen now in the Possession of the said *N. L.* and *E.* his Wife, or either of them, which were the Property of the said *E.* before such her Intermarriage, **In Trust** to permit the same to be used and worn by, or to be sold and delivered and disposed of unto such Person or Persons as she the said *E. L.* whether Sole or Covert, and notwithstanding her Coverture, shall by any Writing or Writings under her Hand and Seal, or by her last Will and Testament in Writing or any Writing purporting, or in the Nature of her last Will and Testament to be respectively executed and attested as aforesaid, nominate, direct or appoint. **And it is** hereby further agreed and declared that the said *S. H.* and *J. L.* their Executors and Administrators shall stand and be possessed of and interested in all the Plate and Household Goods (except Pictures) now in the Possession or Occupation of the said *N. L.* and *E.* his Wife, which belonged to and was the Property of the said *E.* before such her Intermarriage, **Upon Trust** to permit the same to be divided by the said *J. L.* into two equal Moieties or Shares, and to deliver one equal Moiety or Half-Part thereof, to be chosen by the said *E.* unto such Person or Persons as she the said *E.* shall by Writing under her Hand nominate, direct or appoint; and in Default of such Direction, Nomination or Appointment, into the proper Hands of the said *E.* to the Intent the same may be for her own separate Use, Benefit and Disposition, and may not be subject to the Debts, Disposition or Engagements

Covenant to levy a Fine.

Uses.

Trustees to stand seised in Trust to pay the Rent to the Wife or her Order, during her Life, for her separate Use.

After the Wife's Decease, to the Use of the Husband.

1000*l.* laid out in South-Sea Annuities and Orphanage Stock, in the Trustees Names.

Trustees to stand seised of the Wife's Paraphernalia,

in Trust for the Wife's Disposal by Will, &c.

The Plate and Household Goods to be divided, one Moiety to the Wife, the other to the Husband.

The Wife to receive an Annuity of 25 l. per Annum, issuing out of the Rent of said two Houses, in Case she quits the Possession of one. Trustees to stand seised of two Houses, in Trust for the Husband, and of the Residue of the Goods for the same Trust, if no Trust declared. Husband covenants that he will discharge his Wife's former Husband's Debts.

ments of the said N. L. her Husband, and for which the Receipt of the said E. L. or of such Person or Persons as she shall appoint to receive the same, shall effectually discharge the said Trustees, their respective Executors and Administrators; and also *Upon Trust* to deliver the other Moiety or Half-Part of the said Plate and Household Goods, so to be divided as aforesaid, unto the said N. L. to and for his own Use and Benefit: **And it is** hereby further agreed and declared, that the said S. H. and J. L. their Executors and Administrators, shall and will stand and be possessed of and interested in all the two Messuages, &c. upon the Trusts following, (that is to say) **Upon Trust** to permit such Part of the said Messuage, &c. to be occupied and enjoyed by the said E. L. during so many Years as she shall think fit to inhabit and reside in the same, without paying any Rent or Taxes or Repairs for the same; and immediately after she shall leave or depart from or quit the Possession or Occupation thereof, **Then in Trust** out of the Rents and Profits of both the said Houses to pay to the said E. L. or unto such Person or Persons as she, notwithstanding her Coverture, shall by any Writing under her Hand direct or appoint, an Annuity or yearly Sum of 25 l. during so many Years as she shall live, by quarterly Payments at, &c. in every Year; the first Payment thereof to begin and be made at or on such of the said Feasts as shall first and next happen after she shall quit the Possession and Occupation of the Premises hereby agreed and intended to be held and occupied by her as aforesaid; **And also** that the said S. H. and J. L. their Executors, Administrators and Assigns shall stand and be possessed of and interested in the said two Messuages or Tenements and Premises, with their and every of their Appurtenances, for all the Estate and Terms for Years now subsisting therein respectively (*Subject* to the Trusts herein before declared) **In Trust** for the said N. L. his Executors, Administrators and Assigns. **And it is** hereby further agreed and declared, that the said S. H. and J. L. their Executors and Administrators, shall stand and be possessed of and interested in the Residue and Remainder of the Goods, Chattels, Estate and Effects hereby assigned to and vested or intended to be vested in them as aforesaid, and whereof no Trust is herein before declared, **In Trust** for the said N. L. his Executors, Administrators and Assigns, and to and for his and their own Use and Benefit: **And the said N. L.** for himself, his Heirs, Executors and Administrators doth covenant, promise and agree to and with the said S. H. and J. L. and the Survivor of them, and the Executors and Administrators of such Survivor, that he the said N. L. shall and will pay and satisfy all the Debts which were owing by H. T. B. the former Husband of the said E. at the Time of his Death, and which are yet unpaid, and also all the Debts which were owing by the said E. at the Time of her Marriage with the said N. and which are now unpaid. **In Witness, &c.**

A Settlement after Marriage, whereby the Husband conveys two Manors, Messuages, &c. cum pertinentiis (Mines excepted) to Trustees for securing the Wife's Jointure, wherein a Term of 500 Years was raised for levying 1000l. and 2500l. for the Wife's own Use, and another Term of 600 Years for raising Daughters Portions, with other Trusts, &c.

(3.) **Indenture Quadripartite, &c. Between** N. B. and J. his Wife of the first Part, G. B. and J. V. of the second Part, W. J. and F. M. of the third Part, Sir H. M. of, &c. Bart. N. M. Esq; Son and Heir of the said Sir H. M. and J. L. of the fourth Part, **Witnesseth**, that in Consideration of the Marriage lately had and solemnized between the said N. B. (Party to these Presents) and J. his Wife, and in Consideration that she the said J. hath by Fine and by one Indenture *Tripartite* bearing Date, &c. and made between the said N. B. and her the said J. of the first Part, the said G. B. and J. V. of the second Part, and W. J. and F. M. of the third Part, joined in the settling and assuring **All** that her undivided Moiety unto or upon the said W. J. and F. M. (*the Trustees*) and their Heirs, **In Trust** by Sale thereof to raise Money for the paying off and clearing the Debts therein mentioned, and to or with which the Manors, Lands and Hereditaments herein after granted or released, or any of them, are respectively affected, charged or lyable, and the better to enable the said N. B. to make the Jointure and Settlement herein after contained, and which is by him and the said J. agreed to be made, and for the making such Jointure and Provision of Maintenance or Means of Livelihood for the said J. in Lieu and Recompence of her Dower or Thirds at the Common Law, which, if she survives the said N. B. (Party to these Presents), she may or might claim of or out of any of the Manors, Lands and Hereditaments of the said N. B. (Party to these Presents), and for the Advancement of the Heirs Male of the Body of him the said N. B. (Party to these Presents) on the Body of the said J. his Wife begotten or to be begotten, and for the raising of Portions and making such Provision

Recital of a Fine and Deed.

The Heads of the recited Deed.

Provision for the Daughter or Daughters, younger Son or younger Sons of the said *N. B.* (Party to these Presents) begotten or to be begotten on the Body of the said *J.* his Wife, as are herein after in that Behalf mentioned or expressed, and for the Settling of the Manors, &c. herein after mentioned, to the Uses Intents and Purposes, and subject to and under the Provisoos, Trusts, Limitations and Agreements herein after expressed, and for and in Consideration of the Sum of 10 s. of, &c. to the said *N. B.* (Party to these Presents) in Hand paid by the said *W. J.* and *F. M.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and valuable Considerations the said *N. B.* (Party to these Presents) hereunto moving, he the said *N. B.* (Party to these Presents) hath granted, bargained, sold, released and confirmed, and by these Presents, Doth grant, bargain, sell, release and confirm unto the said *W. J.* and *F. M.* (in their actual, &c.) all that the Manor of *M.* and all that the Manor of *H.* and all those Messuages, &c. all which last mentioned Messuages, Lands, Tenements and Hereditaments are or are computed to be of the yearly Value of 48 l. in the whole or thereabouts, and are now in Lease for certain Lives respectively, at several yearly Rents, together amounting in the whole to the yearly Sum of 130 l. 4 s. 11 d. payable to the said *N. B.* (Party to these Presents) his Heirs or Assigns, and all other the Messuages, &c. whereof or wherein he, or any other Person or Persons *In Trust* for him, have or hath or is or are seised of any Estate of Inheritance, or other Estate in Possession, Reversion or Remainder, situate, &c. with their and every of their Rights, Members and Appurtenances, and also all and singular Houses, &c. (*Words of Course appurtenant to Manors. Vide Tit. Parcels*); and the Reversion and Reversions, &c. and also all the Estate, Right, Title, &c. excepting always and reserving unto the said *N. B.* (Party to these Presents) his Heirs and Assigns, all and all Manner of Mines and Minerals being in the Waste Grounds of *M. A.* aforesaid, in the said County of *C.* together with free Liberty of Ingress, Egress and Regress for him the said *N. B.* (Party to these Presents) his Heirs and Assigns, with Workmen, Servants and others, and with Horses, Carts and Carriages to work in the said Mines, and to dig, prepare and carry away the Metal, Oar and Mineral therein contained, at his and their Wills and Pleasures; **To have and to hold** all the said Manors, &c. (except before excepted) unto the said *W. J.* and *F. M.* (*the Trustees*) their Heirs and Assigns for ever, to and for the several Uses, Intents and Purposes, and subject to and under the several Provisoos, Trusts, Limitations, Powers and Agreements herein after expressed, limited, declared, and appointed of and concerning the same Premises respectively; then **To the Use** and Behoof of the said *W. J.* and *F. M.* (*the Trustees*) and their Heirs during the natural Life of the said *N. B.* (Party to these Presents) to preserve the contingent Uses and Remainders of the same Premises herein after mentioned, from being defeated, disturbed or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require; but nevertheless *In Trust* to permit and suffer the said *N. B.* (Party to these Presents) and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises during his natural Life; and from and immediately after the Decease of the said *N. B.* (Party to these Presents) **To the Use** and Behoof of the said *J. B.* for and during the Term of her natural Life, for her Jointure, and in Lieu, full Bar and Satisfaction of her Dower and Thirds at the Common Law, out of all or any the Lands and Hereditaments, in which the said *N. B.* (Party to these Presents) now hath or hereafter shall have any Estate of Inheritance; and from and immediately after the Decease of the said *N. B.* (Party to these Presents) and *J.* his Wife, and the Decease of the Survivor of them, **To the Use** of the said *W. J.* and *F. M.* their Executors, Administrators and Assigns, for and during the Term of 500 Years from thence next ensuing, and fully to be complete and ended, without Impeachment of Waste; **Nevertheless** upon the Trusts and under the Provisoos herein after mentioned and declared concerning the same Term; **And** from and after the Expiration or other sooner Determination of the said Term of 500 Years, **To the Use** and Behoof of the first Son of the Body of the said *H. B.* Party to these Presents, begotten, &c. (*Vide Tit. Limitations of Uses and Trusts, 284.*) *And for want* of such Issue, and in case the said *J.* shall be *ensient* or with Child of one or more Child or Children by the said *N. B.* Party to these Presents, at the Time of his Death, **Then to the Use** of the said Sir *H. M. N. M.* and *J. L.* and their Heirs, until the said *J.* shall be delivered of such Child or Children, or die, which shall first happen, **In Trust** to preserve the Contingent Remainders to any Son or Sons of the said *N. B.* (Party to these Presents) whereof the said *J.* shall be *ensient* or with Child at the Death of the said *N. B.* (Party to these Presents) that shall afterwards be born alive; the Remainder to the Use of such after-born Son or Sons severally and successively, and of the several and respective Heirs Male of the Body or Bodies of such after-born Son or Sons successively, according to their

The Grant.

Part of Premises in Lease for Lives.

Exception of Mines, &c.

Habendum.

Uses.

1. To the Use of the Husband for Life, sans Waste.

2. To Trustees to preserve Contingent Remainders.

3. To the Use of the Wife for Life for her Jointure.

To the Use of Trustees for 500 Years.

If the Wife *ensient*,to other Trustees in Trust for such Child *in Ventre sa Mere.*

their Priority of Birth; the Elder of such after-born Son and the Heirs Male of his Body being always to be preferred and to take before the Younger and the Heirs Male of his or their Body or Bodies issuing; and for want of such Issue, then **To the Use** and Behoof of the said *G.B. J.V. Sir H.M. and N.M.* their Executors, Administrators and Assigns, for and during the Term of 600 Years from thence next ensuing, and fully to be complete and ended, without Impeachment of Waste, upon the Trusts and under the Provisoes in that Behalf herein after mentioned, expressed and declared of and concerning the same Term; and from and after the Expiration or other sooner Determination of that Estate, **To the Use** and Behoof of the said *N.B.* (Party these Presents) his Heirs and Assigns for ever: **And it is** hereby declared and agreed by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and every of them and of these Presents is, that the said Term of 500 Years so, as aforesaid, limited to the Use of the said *W.J. and F.M.* their Executors, Administrators and Assigns, is so limited unto them upon the Trusts and under the Provisoes herein after mentioned, declared and expressed of and concerning the same, (that is to say) **Upon Trust**, and to the Intent and Purpose, That they the said *W.J. and F.M.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and will, as soon as conveniently may be, after the Decease of the said *N.B.* (Party to these Presents) in case the said *J.* his Wife shall survive him the said *N.B.* (Party to these Presents) and there shall be Issue of the Body of the said *J.* begotten by the said *N.B.* (Party to these Presents) living at the Time of the Decease of him the said *N.B.* (Party to these Presents) or born alive afterwards, by or out of the Rents, Issues and Profits of all and singular the Premises so limited in Use for the said Term of 500 Years as aforesaid, or by Leasing or Mortgaging thereof, or of any Part thereof, or by any other Ways or Means whatsoever, (other than by Sale thereof, or of any Part thereof) raise and levy the Sum of 1000*l.* to be paid to her the said *J.* her Executors, Administrators and Assigns, subject to the Trusts and to the Intents and Purposes herein after mentioned, (that is to say) **As to 500*l.*** Part of the said Sum of 1000*l.* to the sole proper and absolute Use of the said *J.* her Executors, Administrators and Assigns; and **as to 500*l.*** Residue of the said Sum of 1000*l.* to the Intent that she shall receive the Proceed and Interest of the said last mentioned Sum of 500*l.* during her Life to her own Use; and from and after her Decease, the said last mentioned Sum of 500*l.* to be paid and distributed to and amongst such Child or Children of the said *J.* by the said *N.B.* (Party to these Presents) begotten or to be begotten, or any of them, as shall be living at the Time of her Decease, in such Shares and Proportions, as by the said *J.* either by her last Will and Testament, or by any other Writing under her Hand and Seal, to be subscribed in the Presence of three or more credible Witnesses, shall in that Behalf be limited, declared and appointed; and for Want or upon the Failure of such Limitation, Declaration or Appointment as aforesaid, **Then** the said last mentioned Sum of 500*l.* to be paid unto or distributed amongst all and every the younger Children of the Body of the said *J.* begotten or to be begotten by the said *N.B.* (Party to these Presents) as shall be living at the Time of her Decease. **And it is** hereby further declared and agreed by and between all and every the said Parties to these Presents, that the said Term of 500 Years is so limited to, or to the Use of them the said *W.J. and F.M.* as aforesaid, **Upon this further Trust** and Confidence, and to the Intent and Purpose, that they the said *W.J. and F.M.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and will, within the Space of one Year next after the Decease of the said *N.B.* (Party to these Presents) in case the said *J.* his Wife shall survive him, and there shall be no Issue of the Body of the said *N.B.* (Party to these Presents) begotten or to be begotten on the Body of the said *J.* which shall be living at the Time of the Decease of the said *N.B.* (Party to these Presents) or which shall be born alive after his Death, by and out of the Rents, Issues and Profits and Fines of all and singular the Premises so limited in Use to them for the Term of 500 Years as aforesaid, or by Lease, Sale or Mortgage thereof, or of any Part thereof, or by any other Ways or Means whatsoever, raise and levy the Sum of 2500*l.* of, &c. to be paid unto the said *J.* her Executors, Administrators or Assigns, to the proper and only Use of her the said *J.B.* her Executors, Administrators and Assigns: **And** the said Term of 500 Years herein and hereby limited in Use, as aforesaid, shall be upon this further Trust and Confidence, that in case the said *N.B.* (Party to these Presents) shall have Issue by the said *J.* one Son, and also one or more other Child or Children, that the said *W.J. and F.M.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may, by and with the Consent of the said *N.B.* (Party to these Presents, if living) otherwise without such Consent, by Leasing or Mortgaging of all and singular the Premises in the said Term of 500 Years

To Trustees
for 600 Years.

To the Use of
the said Husband
in Fee.

Trusts of the
500 Years
Term.

In Trust to
raise 1000*l.*

500*l.* Part
thereof, to the
Wife's own
Use.

The 500*l.*
Residue, to
the Wife, for
to receive the
Interest there-
of during her
Life.

After her
Death to such
Child or
Children as
she by her
Will should
appoint.

To raise
2500*l.* for
the Wife.

Further Trust.

Years comprised, or any Part thereof, or by or out of the Rents, Profits and Fines thereof, or of any Part thereof, for all or any Part of the said Term of 500 Years, or by any other Ways or Means, (except only by Sale thereof) as to them or the Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet and convenient, levy and raise the Sum of 1000*l.* for the Portion of the Daughter or younger Child of the said *N.B.* (Party to these Presents) on the Body of the said *J.* his Wife to be begotten, in case the said *N.B.* (Party to these Presents) shall depart this Life, leaving Issue by the said *J.* his Wife only one Son and one other Child either born in his Life-time or after his Decease; and in case the said *N.B.* (Party to these Presents) shall depart this Life, having Issue by the said *J.* his Wife one Son and also two or more Children, either born in the Life-time of the said *N.B.* (Party to these Presents) or after his Decease, then in Trust to raise the Sum of 2000*l.* for the Portion or Portions of any Child or Children of the said *N.B.* (Party to these Presents) on the Body of the said *J.* his Wife to be begotten, (other than their eldest or only Son) equally to be divided betwixt and amongst them, if more than one, and with and subject to such further Declarations, Limitations, Restrictions and Agreements, as are herein afterwards expressed, concerning the aforesaid Portion or Portions, and the Maintenance of such Children as aforesaid or otherwise, concerning the Term of 500 Years: **Provided always,** &c. (Vide Term to be void when Trusts performed, &c. in the first Settlement after Marriage.) And as for, touching and concerning the said Term of 600 Years herein before limited to the Use of the said *G.B. J.V. Sir H. M. and N.M.* as aforesaid, **It is** declared and agreed by and between all and every the said Parties to these Presents, and the true Intent and Meaning of them and every of them, and of these Presents is, that the said Term of 600 Years so limited to them the said *G.B. J.V. Sir H. M. and N.M.* is upon the Trust and under the Proviso herein after declared and expressed of and concerning the same, (that is to say) Upon the Trust and to the Intent and Purpose, that they the said *G.B. J.V. Sir H. M. and N.M.* and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may, from and after the several Deceases of the said *N.B.* (Party to these Presents) and *J.* his Wife, in case the said *N.B.* (Party to these Presents) shall depart this Life, not having any Issue Male on the Body of the said *J.* his Wife, living at his Death, nor leaving the said *J.* his Wife with Child of Issue Male that shall afterwards be born alive, or in case all the Issue Male shall die without Issue Male before any of them shall attain to the Age of 21 Years, and the said *N.B.* (Party to these Presents) shall at the Time of such his Death leave one or more Daughter or Daughters by him then begotten on the Body of the said *J.* his Wife, or shall leave the said *J.* his Wife with Child of any Daughter or Daughters that shall afterwards be born alive, with and out of the Rents, Issues and Profits of all and singular the Premises in the said Term of 600 Years contained and comprised, or any Part thereof, or by Leasing or Mortgaging thereof, or any Part thereof, for all or any Part of the said Term of 600 Years, or by any other Ways or Means, (except only by Sale thereof) as to them or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet and convenient, raise and pay, if but one Daughter, the Sum of 4000*l.* for the Portion of such only Daughter, and in case there shall be more Daughters than one, then the Sum of 4000*l.* equally betwixt and amongst them: **And** it is also hereby declared, that the said Portions so, as aforesaid, charged for the Daughter and younger Children of the said Marriage, or any of them, by the Trusts declared of the said Terms of 500 Years and 600 Years, or either of them, as aforesaid, shall be severally paid after the Decease of the said *N.B.* (Party to these Presents) unto such Children respectively, upon the said Childrens respectively Attaining their respective Ages of 21 Years, or the Days of their respective Marriages, after their respective Ages of 18 Years, which shall first happen; **And** that in the mean Time, and until the Portions shall respectively become payable, Interest shall be paid and secured for the same respectively, by or upon the respective Terms of 500 Years and 600 Years of the Premises, after the Rate of 3*l. per Cent. per Ann.* from the Decease of the said *N.B.* (Party to these Presents) if there be but one or two such Children as shall be intitled to any Portion, according to the Intent of these Presents, but after the Rate of 4*l. per Cent. per Ann.* from the Time of the Decease of the said *N.B.* (Party to these Presents) if there shall be three or more such Children, and the said Portions, after they respectively become payable, shall carry Interest after the Rate of 5*l. per Cent. per Ann.* **Provided always,** that in case, &c. (Vide Proviso if Daughters are advanced by their Father in his Life-time, in the first Settlement before Marriage, and in the sixth Settlement, that the Portions shall sink into the Inheritance.) **And it is** hereby further declared, &c. (The Portion of any of

The Trustees by Mortgaging or Leasing, to raise 1000*l.* for a younger Son or Daughter's Portion.

If two, to raise 2000*l.*

Trust of the 600 Years Term.

To raise 4000*l.* if more Daughters than one, for their Portions, and the Interest to be paid them when of Age.

Covenant that
the Husband
is absolutely
seised.

Exception.

the Children dying, to go amongst the Survivors equally. Vide foregoing Settlements): **Provided** always, and it is hereby declared and agreed, &c. (Power for the Husband, and after his Decease for the Wife, and after both their Deceases, for the Trustees to make Leases. Vide Tit. **Proviso.** Husband may grant Leases, in the first Settlement before Marriage): **Provided** also, and it is hereby declared and agreed by and between all the said Parties to these Presents, &c. (Power for the Husband, and after his Decease for the Wife, to grant Leases for 21 Years, as before). **And** the said N. B. (Party to these Presents) for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said W. J. and F. M. their Heirs, Executors, Administrators and Assigns, and to and with every of them, in Manner and Form following; That he the said N. B. (Party to these Presents) notwithstanding any Act, Matter or Thing, done or willingly suffered by the said N. B. (Party to these Presents) or by the said N. B. his said late Father, deceased, or either of them, (excepting only as herein after is excepted) now is and standeth, and until the Sealing, Delivery, and full Execution of these Presents, shall and will stand and be lawfully seised of and in the said Manors, Messuages, Mill, Lands, Tenements, Rents and Hereditaments, and all and singular other the Premises herein before mentioned and intended to be hereby settled and conveyed, with their and every of their Appurtenances, of a good, sure, perfect, absolute, and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Use, Limitation, Exception, or Power of Revocation, or any other Restraint, Matter or Thing, to alter, defeat, evict, impeach, incumber or determine the same; **And** that he the said N. B. &c. (Covenants that he hath Right to convey; for quiet Enjoyment; and free from Incumbrances. Vide first Settlement before Marriage); except one Statute Merchant, bearing Date, &c. (A Statute, Mortgage and Leases then subsisting excepted); **And further**, that the said N. B. &c. (A Covenant for further Assurance. Vide first Marriage Settlement.) **In Witness, &c.**

A Settlement after Marriage, reciting (among other Things) the Marriage Articles, whereby the Husband (after having received a Portion of 1000l. in ready Money with his Wife, she being intitled to an undivided fifth Part of several Messuages, Lands, &c.) joins with her to convey both his Estate and her fifth Part to Trustees to the Uses therein mentioned.

(4.) **THIS Indenture Tripartite, &c. Between** J. P. of, &c. and P. his Wife, late P. C. Spinster, of the first Part, the Honourable J. M. of, &c. Esq; and Dame P. C. his Wife, (Relict and Administratrix of the Goods and Chattels and Credits of Sir W. C. late of, &c. Bart. deceased) of the second Part, and R. P. of, &c. of the third Part. **Whereas** by Articles of Agreement, bearing Date, &c. and made or mentioned to be made between the said J. M. and D. P. his Wife, of the first Part, the said J. P. of the second Part, and the said P. now the Wife, (by her then Name and Addition of P. C. of, &c. Spinster, eldest Daughter of the said Dame P. C. by the said Sir W. C. Bart. deceased) of the third Part, (Reciting that a Marriage was then shortly intended to be had and solemnised between the said J. P. and P. C. *And further reciting*, that W. W. Esq; deceased, by his last Will and Testament in Writing, bearing Date, &c. had given *All* that his Capital Messuage, &c. (Parcels) *Unto* his Wife E. W. since deceased, for and during her Life; Remainder *To* his Grandson W. C. (afterwards the said Sir W. C.) Remainder *To* Trustees to preserve the Contingent Uses; Remainder *to* the first, second, and other Sons of the said Sir W. C. in Tail Male; Remainder *to* the said W. W. his Heirs and Assigns for ever; *And further reciting*, that the said Sir W. C. departed this Life intestate, without having any Issue Male, leaving at the Time of his Death six Daughters by the said Dame P. C. viz. The said P. now Wife of the said J. P. Party to these Presents, E. A. K. D. and M. and that the said M. was since dead, and that the said Messuages, Lands, Tenements and Hereditaments, descended to and become vested in them the said five Daughters, as Heirs of their said Great Grandfather W. W. deceased, in Coparcenary, and that they were then all under the Age of 21 Years; *And further reciting*, that by Indenture *Quintepartite*, bearing Date, &c. (and which Indenture is therein recited to have been made previous to the Marriage of the said Sir W. C. with the said P. C. the Wife of the said J. M.) and made or mentioned to be made between Sir J. C. of, &c. Bart. (since deceased) and the said Sir W. C. (since deceased) by the Description of W. C. Esq; Son and Heir Apparent of the said Sir J. C. of the first Part, the said P. C. (by the Name of P. H. one of the Daughters of G. H. late of, &c. deceased) of the second Part, Sir J. R. Bart. and F. D. Esq; of the third Part, Sir P. C. Bart. and W. J. Esq; of the fourth Part,

Recitals as
to the Mar-
riage Articles.

Vide last Set-
tlement,
where Uses
and Remain-
ders are set
forth at full
length.

A Marriage
Settlement
recited.

Part, and *W. H.* Esq; and *F. D.* the Younger, Esq; of the fifth Part, whereby the said Sir *J. C.* and *W. C.* had limited all that the Manor of, &c. *To the Use* of the said *W. H.* Uses, and *F. D.* the Younger, their Executors and Administrators, for the Term of 600 Years, *Upon Trust*, in case there should be no Issue Male by the said *W. C.* on the Body of the said *P. H.* begotten, and there should be one or more Daughters by them begotten, living at the Decease of the Survivor of them the said Sir *J. C.* and *W. C.* that then the said *W. H.* and *F. D.* the Younger, their Executors, Administrators and Assigns, should, by the Ways and Means therein mentioned, raise and levy, after the Death of them the said Sir *J. C.* and *W. C.* the Sums of Money for the Portions and Maintenance of all such Daughters as therein and herein after mentioned, *viz.* If but one such Daughter, the Sum of 3000*l.* and if two or more such Daughters, then they to have the Sum of 4000*l.* for their Portions, equally to be divided amongst them respectively at their respective Ages of 21 Years or Day of Marriage, which should first happen; and if there should be two or more such Daughters, then to raise and levy out of the Rents and Profits of the same Premises, the yearly Sum of 140*l.* to be disposed of equally amongst them Share and Share alike, for their Maintenance and Education, until their respective Portions should become payable; and if any of the said Daughters should die before her or their Portions should become payable, then the Portion or Portions of the deceased to be paid to the Survivors or Survivor of them, when their original Portions should become payable; *Provided* that no such Daughter should have for her Portion by Survivorship, or otherwise, above the Sum of 3000*l.* *And further reciting* in the said Articles, that the said *P.* (the Mother) by Virtue of the same Indenture, would be intitled on the Day of her Marriage to the Sum of 800*l.* for her own Portion, and the Share of Survivorship by the Death of her said Sister *M.* (who died under Age and unmarried) being one fifth Part of the said Sum of 4000*l.* *And further reciting*, that by Indenture *Tripartite*, bearing Date the Day next before the Day of the said Articles now reciting and made between the said *J. M.* and Dame *P.* his Wife, of the first Part, the said *P. C.* now the Wife of the said *J. P.* of the second Part, and the said *J. P.* of the third Part; *Reciting* in the same Indenture a Settlement made previous to the Marriage of the said *J. M.* with the said Dame *P. C.* bearing Date, &c. *Whereby* the said *J. M.* covenanted to pay unto Trustees, within three Months after his Marriage, the Sum of 4000*l.* or assign sufficient Security for the same, to and for the Uses, Trusts, Intents and Purposes therein mentioned, *And wherein it was provided*, that in case the said *J. M.* should die in the Life-time of the said *D. P.* leaving no Issue of his Body on her begotten, or leaving Issue, and such Issue should not live to attain the Age of 21 Years, if Male, or if Female, the Age of 18 Years respectively, and should die without Issue, then the said Sum of 4000*l.* should be paid to the said Dame *P.* her Executors, Administrators or Assigns; and also in case the said Dame *P.* should die in the Life-time of the said *J. M.* and he should afterwards die, leaving no Child or Children of his Body by the said Dame *P.* or any other Wife, born or begotten at the Time of his Decease, then the Sum of 2000*l.* Part of the said 4000*l.* should in six Months after his Decease, be paid to such Person or Persons, and in such Manner, as the said Dame *P.* should by her last Will and Testament, or by any other Deed or Writing, sealed in the Presence of three or more Credible Witnesses, direct, order and appoint; and in Default of such Appointment, to the Executors, Administrators and Assigns of the said *J. M.* *It is by the same Indenture Tripartite witnessed*, that for the Consideration aforesaid, the said *J. M.* (at the Request and Desire of the said Dame *P.*) and also the said Dame *P.* did give, grant and assign unto the said *P. C.* her Daughter, the Sum of 600*l.* Part of the said 4000*l.* payable in case the first of the said Contingencies should happen; *And further* said Daughter *P.* pursuant to her said Power, did give, direct, order and appoint unto her the said Dame *P.* her Executors and Administrators, the Sum of 600*l.* Part of the said 2000*l.* upon the last Contingency, payable to such Person or Persons as the said Dame *P.* should direct or appoint; *And further reciting*, that the said Dame *P.* in Consideration of the said intended Marriage between the said *J. P.* and *P. C.* had promised and agreed to pay unto the said *J. P.* the further Sum of 200*l.* as an additional Portion to the said *P.* and also to give and deliver unto the said *J. P.* the fifth Part or Share of the said *P. C.* in the Plate, Jewels and Linen belonging to the Estate of her said late Father Sir *W. C.* *It is by the said Articles witnessed*, and the said *J. P.* in Consideration of the said intended Marriage, and of the Parts or Purparts of the said Capital Messuage, Lands, Tenements and Hereditaments, and of the Portion of the said *P.* which the said *J. P.* would be intitled to by the said intended Marriage, in Right of his said intended Wife, and for making some Provision for her in case she him survived, and for the Issue of the said intended Marriage, did for himself and his Heirs, covenant with the said *J. M.* and his Heirs, that

Consideration
in the Arti-
cles.

he

Husband
covenants to
convey when
the Wife
comes of Age.

As to the
Marriage ta-
king Effect,
and the Mar-
riage Portion
being paid.

The Confide-
ration.

he the said *J. P.* should, within the Time therein mentioned, well and sufficiently convey and assure unto Trustees to be nominated by the said *J. M.* and *J. P.* The several Messuages, Lands, Tenements and Hereditaments herein after granted and released by the said *J. P.* To and for the several Uses and Purposes, and subject to the Provisoos therein and herein after mentioned and expressed of and concerning the same; And the said *J. P.* by the said Articles did further covenant to and with the said *J. M.* that after the said intended Marriage should be solemnised, and as soon as the said *P.* his intended Wife should attain her Age of 21 Years, that the Part or Purpart of her the said *P. C.* of, in, and to the said Capital Messuage, &c. should be well and sufficiently settled, conveyed and assured, to and for the same Uses, and upon the like Trusts, and under and subject to the Provisoos, Limitations and Agreements, as are therein before mentioned, expressed and declared of and concerning the same Messuages, Lands, Tenements and Hereditaments of him the said *J. P.* therein before mentioned and agreed to be settled as aforesaid; And in case the Sum of 600*l.* upon either of the said Contingencies happening, should become payable to the said *P. C.* as aforesaid, it was by the said Articles further agreed by and between all the Parties thereto, that the said 600*l.* when payable, should be laid out in the Purchase of Lands or Tenements, to be settled to and upon the same Uses and Trusts, and subject to the same Provisoos, as are therein before mentioned and expressed concerning the said Messuages, Lands and Tenements of the said *J. P.* to be settled as aforesaid, as in and by the said in Part recited Marriage Articles, and the said Will and several Indentures therein recited, (Relation being to them respectively had) more fully and at large may appear: And whereas after the Executing of the said Articles, the said intended Marriage between the said *J. P.* and the said *P. C.* was had and solemnised, and he the said *J. P.* since the said Marriage, hath had and received the said Sum of 800*l.* Part of the Portion of the said *P. C.* his Wife, and they the said *J. M.* and Dame *P. C.* his Wife, or one of them have since the said Marriage paid to the said *J. P.* the said Sum of 200*l.* as an Addition to the Portion of her the said *P.* and they the said *J. M.* and Dame *P. C.* his Wife, or one of them, have delivered to the said *J. P.* the fifth Part of the Plate, Jewels and Linen belonging to the said *P.* his Wife, as her Part of and in the said Sir *W. C.* her late Father's Personal Estate: Now this Indenture witnesseth, that in Consideration of the said Marriage so had between the said *J. P.* and *P.* his Wife, as aforesaid, and in Consideration of the said several Sums of 800*l.* and 200*l.* (making together the Sum of 1000*l.*) so paid to the said *J. P.* and the Delivery to him of the said fifth Part of the said Plate, Jewels and Linen, as aforesaid, (the Receipt of which said Sum of 1000*l.* and Delivery of the fifth Part of the said Plate, Jewels and Linen, he the said *J. P.* doth hereby acknowledge, and thereof acquit, exonerate, and for ever discharge the said *J. M.* and Dame *P.* his Wife, their Heirs, Executors and Administrators, and every of them for ever, by these Presents); and also in Consideration of the Conveyance and Settlement herein after made of the fifth Part of the Estate of her the said *P.* the Wife of the said *J. P.* of and in the said Capital Messuage called, &c. and of the several Lands, Tenements and Hereditaments, situate, &c. To the Uses, Trusts, Intents and Purposes, and subject to the Provisoos herein after mentioned and expressed, and for providing a competent Jointure and Livelihood for the said *P.* the Wife of the said *J. P.* in case she should him survive, and for making some Provision for the Issue of them the said *J. P.* and *P.* his Wife, in such Manner as herein after is mentioned, and for the Conveying and Settling the Messuages, Lands, Tenements and Hereditaments herein after mentioned, (being the Estate of him the said *J. P.*) to, for and upon the several Uses, Trusts, Intents and Purposes, and with and under the Provisoos, Limitations and Agreements herein after mentioned and declared of and concerning the same; and also for and in Consideration of the Sum of 10*s.* of, &c. by the said *J. M.* and *R. P.* in Hand paid to the said *J. P.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is by him the said *J. P.* hereby also acknowledged, and for divers other good Causes and valuable Considerations him thereunto especially moving, he the said *J. P.* (in Pursuance and Performance of this Covenant in the said recited Articles contained for that Purpose, and at the Nomination of the said *J. M.*) hath granted, bargained, sold, aliened, released and confirmed, and by these Presents Doth, &c. unto the said *J. M.* and *R. P.* (in their actual Possession, &c.) and to their Heirs and Assigns, All that Messuage and Tenement, &c. together with all and singular, &c. and the Reversion and Reversions, Remainder and Remainders, and all the Estate, &c. To have and to hold the said Messuage, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. M.* and *R. P.* their Heirs and Assigns; nevertheless to, for and upon the several Uses,

Uses, Trusts, Intents and Purposes, and under and subject to the several Provisoos, Limitations and Agreements herein after mentioned, limited, expressed and declared of and concerning the same: **And whereas** the said *P.* the Wife of the said *J. P.* on, &c. attained to her full Age of 21 Years: **Now this Indenture further witnesseth**, that in Consideration of the said Marriage so had as aforesaid, and for other the Considerations herein before expressed, and also in Pursuance and Performance of the herein before mentioned Covenant in the said recited Articles contained for conveying and settling the said *P. P.*'s fifth Part of and in the said Capital Messuage, Messuages, Lands, Tenements and Hereditaments, situate in, &c. and for the Conveying and Assuring all and singular the same Hereditaments and Premises, to, for and upon the several Uses, Trusts, Intents and Purposes, and under and subject to the Provisoos and Agreements herein after mentioned, expressed and declared of and concerning the same Premises, and also for and in Consideration of the Sum of 10*s.* of like lawful Money to the said *J. P.* and *P.* his Wife, in Hand also paid by them the said *J. M.* and *R. P.* at or before the Executing of these Presents, the Receipt whereof is by them hereby respectively acknowledged, and for divers other good Causes and Considerations them thereunto especially moving, they the said *J. P.* and *P.* his Wife **have**, and each of them **hath** granted, bargained, sold, aliened, released and confirmed, and by these Presents **do**, and each of them **doth** grant, bargain, sell alien, release and confirm unto the said *J. M.* and *R. P.* (in their actual Possession, &c.) and to their Heirs and Assigns, **All** those the said *P. P.*'s fifth undivided Part, &c. and the Reversion and Reversions, Remainder and Remainders, &c. and all the Estate, Right, Title, &c. **To have and to hold** the said undivided fifth Part of the said Capital Messuage, Messuages, Cottage, Lands, Tenements, and all and singular other the Hereditaments and Premises last herein before mentioned, and intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. M.* and *R. P.* their Heirs and Assigns; *Nevertheless* to, for and upon the several Uses, Trusts, Intents and Purposes, &c. **And** it is hereby expressly agreed and declared by them and of these Presents is and are, that as well the Grant and Release herein before made of the several Messuages, Lands, Tenements, Hereditaments and Premises, the Estate of him the said *J. P.* and so by him conveyed unto them the said *J. M.* and *R. P.* and their Heirs, as aforesaid, as also the Grant and Release herein before made by the said *J. P.* and *P.* his Wife of her fifth Part of the said Messuages, Lands, Tenements, Hereditaments and Premises, the Estate of her the said *P.* and so by them conveyed unto the said *J. M.* and *R. P.* and their Heirs as aforesaid, were and are so respectively granted, released and conveyed unto them the said *J. M.* and *R. P.* and their Heirs, to, for and upon the several Uses, that is to say, **To the Use** and Behoof of the said *J. P.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with free Liberty to commit Waste, (other than voluntary Waste, in pulling down Houses without rebuilding them again); and from and immediately after the Determination of that Estate, **To the Use** and Behoof of the said *P.* his Wife and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste, and with free Liberty to commit Waste, (other than voluntary Waste in pulling down Houses without rebuilding the same); and from and after the Determination of the said Estates so limited to them the said *J. P.* and *P.* his Wife, for their several and respective Lives, then **To the Use** and Behoof of the said *J. M.* and *R. P.* and their Heirs, for and during the Lives of them the said *J. P.* and *P.* his Wife, and the Life of the longer Liver of them, **Upon Trust** to preserve, &c. but nevertheless **In Trust** to permit and suffer the said *J. P.* and his Assigns, during his natural Life, and after his Death, the said *P.* his Wife and her Assigns, during her natural Life, to receive and take the Rents, Issues and Profits of all and singular the said Premises, to and for their respective Uses and Benefits; and from and immediately after the Death of the Survivor of them the said *J. P.* and *P.* his Wife, then **To the Use** and Behoof of the first Son of the said *J. P.* on the Body of the said *P.* his Wife, &c. (Vide *Limitations of Uses and Trusts*, p. 284.) *And in Case* one or more of such Daughters shall happen to die without Issue, (Vide *first Settlement before Marriage*); and if all such Daughters but one shall happen to die without Issue of their Bodies, or if there shall be but one such Daughter, then **To the Use** and Behoof of such surviving or only Daughter, and of the Heirs of her Body lawfully issuing; and for Default of such Issue, then **To the Use** and Behoof of the said *J. P.* and of his Heirs and Assigns for ever, and to, for or upon no other Use, Trust, Intent or Purpose whatsoever: **Provided always**, and it is hereby agreed and declared by and between all and every the Parties hereunto, &c.

Second Consideration, being the Release of Mrs. *P.*'s fifth Part of her Estate.

Award of the Lease for a Year. Parcels.

Declaration of the Uses as to all the Premises.

To the Husband for Life *sans* Waste.

To the Wife for Life *sans* Waste.

Remainder to Trustees to preserve contingent Remainders.

The Husband to receive the Rents, and after his Death the Wife.

Remainder to an only Daughter, Remainder to the Husband in Fee.

(Power

(Power to charge Premises with 1500 l. for younger Childrens Portions; vide last preceding Settlement, and others): **Provided always**, and it is hereby further agreed and declared by and between all and every the Parties to these Presents, that it shall and may be lawful, &c. (Vide Power to make Leases, in the seventh Settlement after Marriage): **And** for the Barring and Extinguishing of all Estates, Reversions and Remainders whatsoever of and in the said fifth undivided Part, and all other the Parts and Purparties of her the said P. P. of and in the said Messuages, &c. (Covenant to levy a Fine of the Wife's fifth Part. Vide Tit. **Covenants**); which said Fine or Fines, &c. (Vide **Declarations of Uses and Trusts**, p. 86.) or in any other Manner, or at any other Time or Times levied or to be levied, and all and every other Fine and Fines levied or to be levied of the said first mentioned Hereditaments, &c. and to and for no other Use, Trust, Intent and Purpose whatsoever: **And** the said J. P. for himself, his Heirs, Executors and Administrators, doth further covenant, grant and agree, to and with the said J. M. and R. P. their Heirs and Assigns, by these Presents, in Manner following, (that is to say) **That** for and notwithstanding any Act, Matter or Thing made, &c. (Vide good Right to convey; quiet Enjoyment; free from Incumbrances, and further Assurance, in first Settlement before Marriage, or in Tit. **Covenants**.) **And** lastly, it is hereby agreed and declared by and between all and every the Parties to these Presents, and the said J. P. for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant, promise and agree, to and with the said J. M. and R. P. their Heirs and Assigns, by these Presents, that in Case either of the said Sums of 600 l. and 600 l. shall become payable by Virtue of either of the Contingencies in the said Indenture *Tripartite*, that then and in such Case the said Sum of 600 l. so payable upon either of the Contingencies aforesaid, shall in the Space of three Months next after such Payment thereof, be laid out and invested in the Purchase of Lands or Tenements of Inheritance, such Tenements not to consist of Houses in, &c. but in, &c. as they the said Parties hereto, or the major Part of them, shall agree and think fit; and that upon the Purchase of such Lands or Tenements, the same shall be well and sufficiently conveyed and assured, to, for and upon the same Uses, Trusts, Intents and Purposes, and under and subject to the Powers, Provisoes and Agreements, as the therein before granted and released Messuages, Lands, Tenements, Hereditaments and Premises, are herein before limited and settled, or as near thereto as the Death of Parties can or will then admit. **In Witness, &c.**

If the contingent Sums of 600 l. and 600 l. should become payable, the same to be laid out in Purchase of Lands of Inheritance, and settled to the same Uses as before.

A Settlement after Marriage, whereby the Wife's Father's Executors transfer 2000 l. Old South-Sea Annuity Stock, to Trustees, and the Residue of the Father's Estate to the Husband; the Trustees to purchase Lands, &c. with the 2000 l. Old South-Sea Annuity Stock, for the Uses therein mentioned.

(5.) **THIS Indenture Tripartite**, made, &c. **Between** R. H. of, &c. and A. his Wife, Daughter and only Child of W. S. late of, &c. deceased, of the first Part, W. T. of, &c. and S. M. G. of, &c. Gent. Executors of the last Will and Testament of the said W. S. (the Wife's Father) during the Minority of the said A. of the second Part, and J. S. of, &c. P. J. of, &c. and R. H. of, &c. of the third Part, made after the Marriage of Mr. P. and his Wife, reciting as in the said Indenture is mentioned, it was declared in the Words following, viz. **Now this Indenture witnesseth**, that the said R. P. and A. his Wife do hereby acknowledge and declare, that in Pursuance of the said Agreement, the said W. T. and S. M. G. (the Executors) at the Request and Nomination, and by and with the Consent and Direction of them the said R. P. and A. his Wife, testified by their being made Parties to, and their Sealing and Delivery of these Presents, Have before the Sealing hereof transferred unto the said J. S. P. J. and R. H. (the Trustees) 2000 l. Old South-Sea Annuity Stock, Part of the Personal Estate of the said Testator, in the Proportions following, that is to say, The said S. M. G. hath so transferred 1900 l. of the same Stock, and the said W. T. hath so transferred 100 l. more of the same Stock, making together the said 2000 l. Old South-Sea Annuity Stock, agreed to be transferred to the said J. S. P. J. and R. H. (the Trustees) upon the Trusts herein after declared, which said several Transfers the said J. S. P. J. and R. H. Have accepted, upon the Trusts herein after mentioned, and they do hereby accordingly acknowledge the several Transfers aforesaid, and their said Acceptance of the said 2000 l. Old South-Sea Annuity Stock, and thereof and therefrom they the said R. P. and A. his Wife, do hereby respectively release, acquit and discharge the said S. M. G. and also the said W. T. their Executors and Administrators: **And** the said R. P. and A. his Wife do hereby also acknowledge and declare, that

A Transfer of 2000 l. from the Executors to the Trustees.

that the said *W. T.* and *S. M. G.* before the Sealing hereof, have also respectively assigned, transferred, paid and delivered over unto the said *R. P.* (*the Husband*) all the Residue of the Surplus of the said Testator's Estate, so remaining in their respective Hands as aforesaid, and all Stocks and other Securities taken for the same, and in which the same hath been invested, exclusive of the said Testator's outstanding Debts, and thereof and therefrom, and of and from every Part and Parcel thereof, the said *R. P.* doth release, acquit and discharge the said *W. T.* and *S. M. G.* their Heirs, Executors and Administrators, and every of them for ever, by these Presents: **And this Indenture further witnesseth**, that as to, for and concerning the said 2000 *l.* Old *South-Sea* Annuity Stock, so transferred to the said *J. S. P. J.* and *R. H.* as before is mentioned, it is hereby concluded, acknowledged, agreed and declared, by and between all and every the Parties hereunto, and the true Intent and Meaning of them, and of these Presents is and are, that the said 2000 *l.* Old *South-Sea* Annuity Stock, is so transferred to them the said *J. S. P. J.* and *R. H.* as aforesaid; and that they, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, shall stand and be possessed thereof, upon the Trusts and to and for the Uses, Intents and Purposes, herein after mentioned, that is to say, **Upon Trust** that they the said Trustees, and the Survivors and Survivor of them, and the Executors, Administrators or Assigns of such Survivor, do and shall, as soon as conveniently may be, by and with the Approbation and Consent in Writing of them the said *R. P.* and *A.* his Wife, and the Survivor of them, his or her Executors or Administrators, lay out and invest the said 2000 *l.* Old *South-Sea* Annuity Stock, either all together or in Parcels, in the Purchase of Freehold or Copyhold Messuages, Lands, Tenements or Hereditaments, and until such Purchase can be had, shall continue the said Monies in the same Fund, or else shall and will lay out and invest the same, with such Approbation and Consent as aforesaid, in the Purchase of Bank or *East-India* Stock, or otherwise place out the same, or any Part thereof, upon some good and sufficient Mortgage or Mortgages, Security or Securities, as the said Trustees, with such Approbation and Consent as aforesaid, shall think fit; and also with the like Approbation and Consent at any Time to call in and new place out such Monies so to be placed out on Securities, as Occasion may require, so as the best annual Interest, Produce or Profit may be made thereof, as conveniently may be, without lessening the Principal: **And upon this further Trust**, that they the said Trustees shall and do permit and suffer the Dividends, Interest, Produce and Profits of the said 2000 *l.* Old *South-Sea* Annuity Stock, or of the Messuages, Lands, Tenements, Hereditaments and Stock, to be therewith purchased, or of the Mortgages or other Securities to be taken for the same, to be from Time to Time respectively had, received and taken by, and paid unto the said *R. P.* and his Assigns for and during the Term of his natural Life; and from and after his Decease, **Then upon Trust** that the said Trustees do and shall pay unto the said *A.* the Wife of the said *R. P.* and her Assigns, or permit and suffer her and her Assigns from Time to Time to receive and take such Dividends, Interest, Produce and Profits, for and during the Term of her natural Life; and from and after the Decease of the Survivor of them the said *R. P.* and *A.* his Wife, then **Upon this further Trust**, that they the said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators or Assigns of such Survivor, do and shall transfer the said 2000 *l.* Old *South-Sea* Annuity Stock, or so much thereof as shall not be laid out in the Purchase of Freehold or Copyhold Messuages, Lands, Tenements and Hereditaments, or other Stocks or Securities, and shall and do convey and assure the said Freehold and Copyhold Messuages, Lands, Tenements and Hereditaments, (in Case the same shall be so purchased) and transfer and assign the said Stocks, Mortgages and Securities (if any such shall be bought in or taken as aforesaid) unto and amongst, or for the Use and Benefit of all and every such Child or Children of them the said *R. P.* and *A.* his Wife lawfully begotten, as shall be living at the Time of the Decease of the Survivor of them the said *R. P.* and *A.* his Wife, to be equally divided between them, Share and Share alike, (if more than one) and to the Heirs, Executors and Administrators of such Child and Children respectively; and in Case there shall be no such Child or Children of the Body of the said *R. P.* on the Body of the said *A.* his Wife begotten, living at the Time of the Decease of the Survivor of them the said *R. P.* and *A.* his Wife, or there being such Child or Children, all of them shall happen to die before their Age of 21 Years or Marriage, then and in such Case, **Upon this further Trust**, that they the said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators or Assigns of such Survivor, shall and do pay, transfer, convey and assign all such Monies, Freehold and Copyhold Premises, Stocks, Annuities, Securities, and other the Premises, as shall be then vested in them the said Trustees, in Trust as aforesaid, to such Person or Persons,

Assignment of the Residue of Testator's Estate from the Executors to the Husband.

Trust of the Old *South-Sea* Annuity Stock.

To purchase Freehold or Copyhold Lands.

Until Purchase to lay out said 2000 *l.* on some good Security, with the Approbation of Husband and Wife.

Dividends, Rents, Interest, &c. to be received by the Husband during his Life.

To be received by the Wife after the Husband's Decease.

The Trustees (after both Husband and Wife's Deceases) to transfer such Stock, &c. equally among the Children.

If no Child, Trustees to transfer to the Use of the Husband's Will, &c.

Uses,

Uses, Intents and Purposes, and in such Proportions, as he the said *R.P.* by any Deed or Writing, or by his last Will and Testament to be by him duly executed in the Presence of three or more credible Witnesses, shall give, direct, limit or appoint the same; and for want of such Gift, Direction, Limitation or Appointment, then **To** the Heirs, Executors and Administrators of the said *R.P.* and to and upon no other Use, Trust, Intent or Purpose whatsoever. **In Witness, &c.**

If no Will or Appointment, to the Husband's Heirs, &c.

A Settlement after Marriage, reciting that the Wife's Fortune consisted of a Bond Debt, the Husband to receive the Interest for his Life, after his Decease the Wife to receive, after her Decease the Trustees to receive for the Benefit of the Children; if no Child, to be at the Wife's sole Disposal by Will or otherwise.

(6.) **THIS Indenture Tripartite, &c. Between** *W.R.* of, &c. and *H.* his Wife, (one of the Daughters of *H.B.* of, &c. Relict of *P.B.* late of, &c. deceased,) of the first Part, the said *H.B.* (the Mother) of the second Part, and *P.H.* of, &c. and *J.B.* of, &c. of the third Part. **Whereas** a Marriage hath lately been had and solemnized by and between the said *W.R.* and the said *H.* his Wife: **And whereas** the said *H.R.* was at the Time of her said Intermarriage with the said *W.R.* intitled unto the Sum of 5000*l.* secured by one Bond or Obligation, entered into by the said *H.B.* of the Penalty of 10000*l.* conditioned for the Payment of the said 5000*l.* and Interest: **And whereas** the said *W.R.* is contented and hath agreed, that the said 5000*l.* shall be secured and preserved for the Uses and Purposes herein after mentioned, and subject to the Power and Direction, Order and Disposal of the said *H.* his Wife, as herein after set forth, and notwithstanding the Coverture between him the said *W.R.* and her the said *H.* his Wife, and he is contented to receive the Interest or Produce thereof only during his Life; but that he the said *W.R.* his Executors and Administrators shall be wholly excluded from receiving the Principal Money or any Part thereof: **And whereas** it is so agreed, and the said *W.R.* is also contented, in case the said *H.B.* the Mother, or any other Person, shall or do, by Will or otherwise, leave or give any Sum of Money or Personal Estate unto the said *H.R.* during the Coverture between the said *W.R.* and the said *H.* his Wife, that such Money and Personal Estate, as also the said 5000*l.* may then be laid out in the purchasing Lands or Tenements of the best yearly Value as can be got for the same, if she the said *H.R.* shall so order or direct by any Writing under her Hand, so as such Lands or Tenements, when so purchased, shall be conveyed and settled upon the said *W.H.* and *J.B.* (the Trustees) or other Trustees and their Heirs, in case the said *P.H.* and *J.B.* shall be dead; **In Trust, and to and for the Uses, Trusts, Intents and Purposes following,** (that is to say) **In Trust** to permit the said *W.R.* and his Assigns, during his natural Life only, to receive the Rents and Profits of such Lands or Tenements so purchased, to her and their Use and Uses; and from and after the Decease of the said *W.R.* in case the said *H.R.* shall happen to survive her said Husband, then to permit and suffer the said *H.R.* and her Assigns, during her Life-time, to receive the Rents, Issues and Profits of such purchased Lands and Tenements; and from and after the Decease of the said *W.R.* and *H.* his Wife, then to convey and dispose of the said purchased Lands and Tenements, and the Rents, Issues and Profits thereof, unto or for the Use of the Heirs of the Body of the said *W.R.* on the Body of the said *H.R.* lawfully to be begotten; and for Default of such Issue, then to such Person or Persons, Use or Uses as she the said *H.R.* by any Deed or Deeds, Writing or Writings by her to be duly executed, whether she shall be sole or covert, or by her last Will and Testament in Writing, or any Writing purporting to be her last Will and Testament, and attested by two or more credible Witnesses, and notwithstanding her Coverture, shall direct, limit, order or appoint, so as such Direction, Limitation or Appointment shall not be to the Use of any other Person or Persons than her own Relations of the Part of the said *H.B.* her Mother; and for want of such Direction, Limitation, Order or Appointment, then to the right Heirs of the said *H.R.* for ever. **To the Intent** therefore that this Agreement may take Effect, **This Indenture witnesseth,** That it is condescended to and agreed by and between all the Parties to these Presents, and the said Parties to these Presents do agree, that the said Bond or Obligation for Payment of the said 5000*l.* and Interest, shall be cancelled, and a new Bond or Obligation entered into by the said *H.B.* unto the said *P.H.* and *J.B.* of the Penalty of 10000*l.* and to bear equal Date with these Presents, with a Condition to the Effect following, (to wit) for Payment of 100*l.* per Ann. for and in the Name of Interest for the said 5000*l.* unto the said *W.R.* and his Assigns for Life, and to the said *H.* his Wife and her Assigns for her Life, in case she shall survive her said Husband; and after the Decease of the

Wife's Fortune being a Bond Debt.

The Husband to receive the Interest, but not the Principal.

Trusts of future Bequests and said Bond Debt.

Rents, &c. to the Husband for Life.

To the Wife for Life.

To the Children.

If no Children, to the Wife's Appointment.

To the Wife's right Heirs. The old Bond to be cancelled, and a new one made to the Trustees, to the Uses herein expressed.

the said *W. R.* and his said Wife, to or to the Use of the Issue of that Marriage; for Default of such Issue, to such Person or Persons; the Relations of the said *H. R.* and her said Mother, as she the said *H. R.* shall by Deed or Writing, or by her last Will and Testament, or any Writing purporting her last Will and Testament, notwithstanding her Coverture, direct and appoint; and for want of such Direction or Appointment, to or to the Use of the said *J. B.* and *B.* the Brother and Sister of the said *H. R.* or of such of them the said *J. B.* and *B.* as shall be then alive, or to or to the Use of the next of Kin of the said *H. R.* on the Part of the said Mother, in case the said Brother and Sister shall be then both dead, and also for Payment of the said 5000*l.* at any Time after the Date of the said Bond, upon Request of the said *H. R.* for purchasing of Lands and Tenements pursuant to these Presents; and as for and concerning the said Principal Sum of 5000*l.* it is by these Presents further declared and agreed, and the said *W. R.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *P. H.* and *J. B.* their Executors and Administrators, that it shall and may be lawful to and for the said *H. R.* at any Time after the Date of these Presents, during the Coverture between him the said *W. R.* and her the said *H.* his Wife, and notwithstanding the said Coverture, and whether she shall be sole and unmarried, by any Deed or Writing by her to be executed, or by her last Will and Testament, and to be executed by her, and be attested by two or more credible Witnesses, absolutely to grant, dispose or give the said 5000*l.* or any Part thereof, from and after the Death of the said *W. R.* to and amongst all and every the Children of her the said *H. R.* begotten or to be begotten by the said *W. R.* in such Proportion as she shall think fit; and if but one Child, then to such other Person or Persons, being her Relations on the Part of her said Mother, as she the said *H. R.* shall think fit; and for want of Direction or Disposition thereof by her the said *H. R.* by such her Deed, Will or Writing purporting to be her Will, that then the said 5000*l.* immediately upon the Death of the said *W. R.* and *H.* his Wife, shall be paid unto and amongst all and every the Children of her the said *H. R.* begotten or to be begotten by the said *W. R.* Share and Share-alike; and if but one Child, then to such Child, and for Default of such Child or Children, then unto or to the Use of the said *J. B.* and *B.* or the Survivor of them; and in case the said *J. B.* and *B.* shall be then both dead, then to or to the Use of the next a Kin of her the said *H. R.* on the Part of her said Mother, in case the said *H. R.* shall be minded to dispose thereof; and that the said Trustees, their Executors and Administrators shall and may pay the same accordingly: **And further,** that the said Principal Sum of 5000*l.* shall not be subject to, &c. (*not subject to the Controul of the Husband; vide Settlement before Marriage.*) **And** the said *W. R.* doth further by these Presents, for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said *P. H.* and *J. B.* (*the Trustees*) their Executors and Administrators, that in case any Sum of Money shall be given or devised to or to the Use of her the said *H. R.* by her said Mother, or any other Person whatsoever, during the Coverture aforesaid between them the said *W. R.* and *H.* his Wife, and if she the said *H.* shall desire or request, such her Desire or Request being signified under her Hand, that the same, together with the said 5000*l.* Principal Money, may be laid out in the Purchase of Lands or Tenements, that then the said 5000*l.* as also the said other Monies or Personal Estate, so to be given or devised to her the said *H. R.* shall or may in such reasonable Time as conveniently can be laid out in the Purchase of Lands or Tenements, where the said *H. R.* shall direct, in the Names of the said *P. H.* and *J. B.* and their Heirs, if living, or if dead, then in the Names of other Trustees and their Heirs, &c. (*Profits to be received by the Husband for Life, then by the Wife, &c. as in the last.*) **And** for want of such Issue, then to such Person or Persons, Use or Uses, as she the said *H.* by any Deed or Deeds, Writing or Writings by her duly to be executed, whether she shall be Sole or Covert, or by her last Will and Testament in Writing, or in Writing purporting to be her last Will and Testament, and attested by two or more credible Witnesses, and notwithstanding her Coverture, shall direct, limit, order or appoint, so as such Direction, Limitation or Appointment shall be to the Use of her own Relations on the Part of her said Mother; and for want of such Direction, Limitation or Appointment, then to the Use of the right Heirs of the said *H. R.* for ever. **And lastly,** That the said *W. R.* his Executors, Administrators and Assigns, shall and will permit and suffer all such Person or Persons, as the said *H. R.* shall appoint for that Purpose to have or receive the said 5000*l.* or any Part thereof, pursuant to these Presents, to have, receive and keep the same, without any the Let, Suit or Prosecution of the said *W. R.* his Executors or Administrators, for or concerning the same. **In Witness, &c.**

For purchasing of Lands.

Power for the Wife to dispose by Will or otherwise, of the said 5000*l.* to her Children.

If no Child or Children, to her Relations on the Mother's side.

If no Will or Appointment, to the Wife's Brother and Sister, if alive; If dead, to her next of Kin.

All future Bequests, and the 5000*l.* to be invested in a Purchase of Lands.

To the Use of the Wife's Will,

without the Husband's Let.

A Settlement after Marriage, whereby the Husband conveys to Trustees a Manor and an Advowson, &c. and raised a Term of 200 Years therein, for securing to the Wife 1000l. per Ann. for her Jointure, and another Term of 500 Years for raising Portions and Maintenances for the Issue of that Marriage, with a Recital of a Recovery suffered and the Uses thereof.

(7.) **THIS Indenture** made, &c. **Between** *E.L.* of, &c. Esq; and *S.* his Wife, of the first Part, and *W.A.* of, &c. Esq; and *J.P.* of, &c. Esq; of the second Part.

Recital of the Marriage Articles. **Whereas** by Articles of Agreement Tripartite, bearing Date the — Day of — now last past, and made or mentioned to be made between the said *E.L.* of the first Part, the said *S.* his Wife of the second Part, and the said *W.A.* and *J.P.* of the third Part, and made before Intermarriage of the said *E.L.* and his said Wife, it was covenated and agreed by the said *E.L.* that he the said *E.L.* would, within six Months next after the Solemnization of the said Marriage then intended to be had, between him the said *E.L.* and his said Wife, in Consideration of such Marriage, and of the Sum of 8000l. being the Marriage Portion of her the said *S.* thereby agreed to be paid unto the said *E.L.* well and sufficiently settle, convey and assure unto and upon the said *W.A.* and *J.P.* their Heirs and Assigns, all and every the Manors, Messuages, &c. To, for and upon the several Uses, Trusts, Intents and Purposes in the said Articles, and herein after particularly mentioned and expressed: **Now this Indenture witnesseth**, That for and in Consideration of the said Marriage had and solemnized, and of the said Sum of 8000l. (being the Marriage Portion paid unto the said *E.L.* pursuant to the said Articles) the Receipt whereof the said *E.L.* doth hereby acknowledge, and also in Consideration of 5s. of, &c. the Receipt, &c. and in Performance of the said Articles, **He** the said *E.L.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** grant, &c. (in their actual Possession, &c.) and their Heirs, **All** that the Manor or Farm of *W.* and the Advowson, Donation and Right of Patronage to the Church, &c. and also all and singular other the Lands, Tenements and Hereditaments whatsoever, of him the said *E.L.* or wherein he the said *E.L.* hath any Manner of Estate of Inheritance in Possession, Reversion or Remainder, in, &c. or elsewhere in the several Counties of *S. W. D.* and *S.* and every of them, and the Reversion and Reversions, &c. and all the Estate, Right, Title, &c. **To have and to hold** the said Manors, Farms, Messuages, Lands, Tenements, Advowsons, Hereditaments, and all and singular other the Premises herein or hereby before granted, released and confirmed, or meant, mentioned, or intended so to be, with their and every of their Rights, Royalties, Members and Appurtenances, unto the said *W.A.* and *J.P.* their Heirs and Assigns for ever, to and for the Uses and Purposes following, viz. **To the Use** and Behoof of the said *E.L.* (To the Use of the Husband for Life, to the Use of Trustees to preserve, &c. and to raise a Term of 200 Years for securing the Wife's Jointure of 1000l. per Ann. in full of Dower. Vide first Settlement after Marriage.) **Provided always nevertheless**, That from and after Payment and Satisfaction, &c. (The Term after Payment of said Jointure and Arrears after the Wife's Death to cease. Vide first Settlement after Marriage.) **And** from and after the Expiration or other sooner Determination of the said Term of 200 Years, then **To the Use** and Behoof of the said *W.A.* and *J.P.* their Executors, Administrators and Assigns, for and during and unto the full End and Term of 500 Years, without Impeachment, &c. **To the Use** and Behoof of the first Son of the Body, &c. (Vide Limitations of Uses and Trusts 284.) **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, for themselves, their Heirs, Executors and Administrators, that the said Term and Estate of 500 Years, was and is so limited to the said *W.A.* and *J.P.* their Executors, Administrators and Assigns, as aforesaid, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, (that is to say) That in case there shall be an elder Son, who shall live and attain to the Age of 21 Years, and one or more younger Son or Sons, or one or more Daughter or Daughters of the Body of the said *E.L.* on the Body of the said *S.L.* to be begotten, then upon Trust and Confidence, and to the Intent and Purpose, that they the said *W.A.* and *J.P.* and the Survivor of them, and the Executors or Administrators of such Survivor, do and shall, by Demise, Lease, Mortgage or Sale of the said Premises or of any Part thereof, for all or any Part of the same Term, or by or out of the yearly Rents, Issues and Profits thereof, or any Part thereof, or by all or any the said Ways or Means as to them shall seem most expedient, raise, levy and pay to and for all such younger Son or Sons, and such Daughter or Daughters, the Sum of 10000l. of, &c. (Vide Power to sell, &c. for raising younger Childrens Portions, in the first Settlement before Marriage.) **Provided always.**

8000l. Portion.

Consideration.

Lease for a Year.

General Words.

Another Term of 500 Years.

Declaration of the Trusts of the 500 Years Term.

always, that in Case either or any of such younger Son or Sons, or such Daughter or Daughters shall depart, &c. amongst such other of the said younger Son or Sons, Daughter or Daughters as shall be, &c. (Vide *Daughters to take by Survivorship, in first Settlement.*) And it is hereby further declared and agreed by and between all and every the said Parties to these Presents, that the said Term of 500 Years of and in the said Premises, is so as afore-
Further Use of said 500 Years Term.
 said limited to them the said *W. A.* and *J. P.* their Executors and Administrators, upon this further Trust and Confidence, and to the Intent and Purpose, to raise, levy and pay, &c. (Provision for Maintenances; vide *1st Settlement before Marriage.*) **Provided always nevertheless,** and it is hereby further agreed by and between the said Parties to these Presents, that no such Portion or any Maintenance for any such younger Son or Daughter shall be raised, levied or paid during the Life-time of the said *E. L.* **Provided also,** &c. (the Term to be void when the Trusts thereof are performed. Vide *1st Settlement after Marriage.*) **Provided also,** and it is hereby further agreed and declared, &c. (Power to make a Settlement on a future Wife. Vide *ibid.*) **Provided also,** that the said *E. L.* and all and every other Person or Persons, who shall become seised in Possession of the Freehold of the Premises by Virtue of the Limitations aforesaid, shall and may have full Power, lawful and absolute Authority to grant, let or make any Lease or Leases of the said Premises or any Part or Parcel thereof, by Indenture for one, two or three Life or Lives, or for any Term or Number of Years determinable on the Death of one, two or three Person or Persons, or for any Number of Years not exceeding 21 Years in Possession, and not in Reversion, Remainder or Expectancy; and so as there be not above three Lives, or 21 Years in Being at any one Time of the said Premises or any Part thereof; and so as such Lease or Leases be not made dispunishable of Waste; and so as there be reserved upon such Lease and Leases, to continue due and payable during the Continuance thereof, such yearly or so much Rent or Rents and Services, as are now reserved and payable for the same, or as have been for the Space of 20 Years last past, and so as Counter-Parts be had and taken of the same Lease or Leases. **And whereas** in *Hillary* Term last, a Common Recovery was had and suffered in the Court of Common Pleas at *Westminster*, wherein the said *W. A.* and *J. P.* were Demandants, *D. W.* Tenant, and the said *E. L.* Vouchee of the said Manors of, &c. in the Isle of *W.* and of the said Advowsons of the Churches of, &c. **It is hereby** agreed and declared by and between all and every the said Parties to these Presents, that the said Recovery shall be and enure, and the Recoverer and Recoverers in the said Common Recovery, and all and every other Person and Persons seised or to be seised of the said Manors, Lands and Premises, or any Part or Parcel thereof, by or under, or by Force or Virtue of the said Common Recovery, shall from henceforth stand and be seised, and at the Time of suffering the said Common Recovery was and were intended to be seised thereof, and of every Part and Parcel thereof, to for and upon the several Uses, Trusts, Intents and Purposes herein before declared of and touching the said Manors, Lands and Premises, and to and for no other Use, Intent and Purpose whatsoever. (Covenants, Right to convey, free from Incumbrances, and for further Assurance. Vide *1st Settlement before Marriage.*) **In Witness,** &c.

No Portions to be raised during the Father's Life-time.

Power for the Person in Possession to make Leases.

Recital of a Recovery.

Uses thereof to the Purposes herein before declared.

Release from a Father to his Daughter's Husband (on the Day of Marriage) of Land in the West-Indies, in Lieu of Part of her Portion.

THIS Indenture made, &c. Between *A.* of — of the one Part, and *B.* of — of the other Part. **Whereas** a Marriage is this Day had and solemnized between the said *B.* and *C.* youngest Daughter of the said *A.* **And whereas** it was agreed between the said *A.* and *B.* before Solemnizing the said Marriage, that he the said *A.* should convey and assure unto the said *B.* and his Heirs for ever, the Land and Premises herein after granted, released and confirmed, which the said *B.* hath agreed to accept in Lieu and for and in Satisfaction of the Sum of 550 *l.* of — Part of the Portion of the said *C.* his Wife: **Now this Indenture witnesseth,** that for and in Consideration of the said Marriage, and in Pursuance of the said Agreement, and in Lieu and Satisfaction of the said Sum of 550 *l.* Part of the Portion of the said *C.* now Wife of the said *B.* as aforesaid, and in Consideration of 5 *s.* of, &c. to the said *A.* in Hand, at, &c. by the said *B.* well, &c. the Receipt, &c. he the said *A.* hath granted, &c. and by, &c. unto the said *B.* (in his actual Possession, &c.) and to the Heirs, &c. for ever, **All** that Tract, &c. and the Reversion, &c. and also all the Estate, &c. together with the said Patent, &c. **To have and to hold,** &c. under a Proportion of the chief or Quit-Rent reserved and payable from the Proprietors of the said Land, with other the Lands of the said Province according to the said Patent.

(8.)

Recital of Marriage.

Agreement to convey.

Patent. (Covenants added, that the Releasor is seised in Fee-simple, hath Right to convey, free from Incumbrances (the Quit-Rent excepted), for further Assurance.) In Witness, &c.

Note; The Bargain and Sale sent beyond Sea to be registered or inrolled, was the same as the Release to the End of the *Habendum* only, saying, **Hath** granted, bargained, sold released and confirmed, &c. instead of the Words abovementioned.

By Grant and Demise from Husband and Wife, in Pursuance of a Marriage Agreement, to a Trustee of Lands, the Inheritance of the Wife, for 99 Years, if the said Husband and Wife shall so long live, in Trust for the separate Use of the Wife.

- (9.) **THIS** Indenture made, &c. Between D. W. of, &c. Gent. and S. his Wife, one of the Granddaughters of W. G. late of, &c. deceased, of the one Part, and H. G. of, &c. of the other Part. **Whereas**, previous to and upon the Intermarriage of the said D. W. with the said S. his now Wife, *It was agreed between them that the Messuages, Lands and Hereditaments therein after mentioned, being the proper Inheritance of her the said S. given and devised to her by the said W. G. her Grandfather, should be conveyed, settled and assigned to the sole and separate Benefit of the said S. during her Coverture between them, and so and in such Manner, as that she and her Assigns might receive the Rents, Issues and Profits thereof, for her sole and separate Use, exclusive of her said Husband, and wherewith he should have no Power to intermeddle: Now this Indenture witnesseth,* that in Pursuance of the said recited Agreement, and for and in Consideration of the Love and Affection which the said D. W. hath and beareth to the said S. his Wife, and for and in Consideration of the Sum of 10*s.* of, &c. to the said D. W. and S. his Wife in Hand paid by the said H. G. at or before, &c. the Receipt, &c. is hereby acknowledged, **They** the said D. W. and S. his Wife **have**, and each of them **hath** granted, bargained, sold and demised, and by these Presents do, and each of them doth grant, bargain, sell and demise unto the said H. G. his Executors, Administrators and Assigns, **All** that Messuage, &c. situate, &c. and the Reversion, &c. **To have and to hold** the said Messuage, &c. and all other the Premises herein before mentioned, or intended to be hereby granted and demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said H. G. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the full Time and Term, and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if they the said D. W. and S. his Wife shall both of them jointly so long live, upon such Trusts, nevertheless, and to and for such Intents and Purposes, as are herein after mentioned, declared and expressed concerning the same, (that is to say, *Upon Trust that said H. G. shall pay the Rents and Profits of the Premises during the said Term, to said S. or her Order, for her sole Use (notwithstanding her Coverture) and her Receipt to be a Discharge. Vide Limitation of Uses and Trusts. Covenant from D. W. for himself and Wife, to the Trustee, that they have not done any Act to Incumber the Premises, except, &c. Vide Tit. Covenants.*) In Witness, &c.

III. Settlements on (a) Relations.

Settlement by Husband and Wife to Trustees In Trust (among other Things) for their Grandchildren, and a Fine levied to corroborate the Deed.

- (1.) **THIS** Indenture made, &c. Between R. B. and K. his Wife, (formerly K. L. Spinster, and which said K. is only surviving Sister and Heir at Law of L. L. and M. L. (Spinsters) her two Sisters lately deceased, of the one Part, and S. P. of ——— Gent. and J. D.

(a) N. B. That if one settles his Estate (without a valuable Consideration) upon a Relation after his Decease, he may afterwards avoid the Settlement if he sells it, as in Mr. Crayford's Case, which was thus: Mr. Crayford's Grandmother settled her Estate, after her Decease, by Deed upon him, and being afterwards very sick and wanting something that was in her Closet, gave Mr. Crayford the Key to fetch it, where he found the Deed, and very joyfully carried it away; but his Grandmother recovering again, and missing the Deed, charged him with it, but he would not part therewith; therefore she advised with Mr. Serjeant H. how to avoid the Deed: The Serjeant told her if she would sell it for a valuable Consideration she might thereby avoid the Deed of Settlement, which she did; and Mr. Crayford after her Death delivered Declarations in Ejectment to the Tenants, but was cast at the Trial: Then he brought it into Chancery; but the Court decreed against him.

J. D. jun. of, &c. (Two Trustees nominated and appointed by the said R. B. and K. his Wife, for the Trusts, Intents and Purposes herein after mentioned and expressed) of the other Part.

Whereas by Virtue of a certain Deed of Partition, being an Indenture *Tripartite* bearing Date, &c. (*Recital of the Deed.*) **And whereas** the said R. B. and K. his Wife have Issue now living, (*to wit*) K. now the Wife of S. T. of, &c. and M. now the Wife of J. R. of, &c. and had also Issue then living, their only Son *W. L. B.* who is lately dead, leaving Issue Male of his Body now living, *viz. L. B.* his eldest Son and Heir, and R. and *W. B.* (*all Infants*) and they the said R. B. and K. his Wife, to the End and Intent to make some Provision for the future Support and Maintenance of them the said K. T. and M. R. during their respective Lives, and in Regard there is no Provision made for the Maintenance of the said R. B. and *W. B.* the two younger Sons of the said *W. L. B.* deceased, and Grandsons of the said R. B. and K. his Wife, and also to the End and Intent to make some Provision for their future Support and Maintenance during their respective Lives, have agreed to convey the said Messuages or Tenements, Lands and Hereditaments herein after granted and released, To and for the several Uses, Trusts, Intents and Purposes, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same respectively: **Now this**

Consideration.

Indenture witnesseth, that for the End, Intent and Purpose aforesaid, and in Consideration of the natural Love and Affection which they the said R. B. and K. his Wife have for and bear to the said K. T. and M. R. and also to the said R. B. and *W. B.* (*the Infants*) and for conveying, settling and assuring the said Messuages, Lands, &c. to for and upon the several Uses, Trusts Intents and Purposes herein after mentioned, limited, expressed and declared, of and concerning the same, and also for and in Consideration of the Sum of 10*s.* of, &c. to them the said R. B. and K. his Wife, in Hand paid by the said S. P. and J. D. at or before, &c. the Receipts, &c. and for divers other good Causes and valuable Considerations, them thereunto especially moving, they the said R. B. and K. his Wife, **Have**, and each of them **hath** granted, aliened, released and confirmed, and by, &c. unto the said two Trustees, in their actual Possession, &c. All that Messuage, &c. all which said Messuages, Lands and Premises, &c. and all the Estate, &c. **To hold**, &c. *cum pertinentiis*, unto them the said S. P. and J. D. their Heirs and Assigns; *Nevertheless* to, for and upon the several Uses, Trusts, Intents and Purposes, and subject to the several Provisoes herein after mentioned, expressed and declared, of and concerning the same, (that is to say) (*Vide Limitations of Uses and Trusts.*)

And upon this further Trust, that they the said Trustees and the Survivor of them, his Heirs or Assigns, shall and do by and out of other Part of the Rents, Issues and Profits of the said hereby granted and released Messuages, &c. pay or cause to be paid unto, and to and for the Use and Benefit of the said R. B. (*the Grandson*) and his Assigns, during his natural Life, one Annuity of, &c. the same Annuity to be paid and payable to him during his natural Life, free and clear of and from all Taxes, Charges and Deductions whatsoever, (*by half-yearly Payments*) to begin and commence from such of the said Feast-Days as shall next happen after the Death of the Survivor of them the said R. B. and K. his Wife; and upon this further Trust, that they the said Trustees, and the Survivor of them, his Heirs or Assigns, &c. **Subject** nevertheless to the Proviso herein after contained, as to the Payment of the said two several Annuities to the said R. B. and *W. B.* (*the Grandsons*) during their Minority, in such Manner as herein after is mentioned; and from and after full Payment of the several Annuities of — so payable to them the said K. T. M. R. R. B. and *W. B.* the Grandsons, in Manner as aforesaid, and subject thereunto, *Then* as to all the rest and Residue of the clear yearly Rents, Issues and Profits of the said hereby granted and released Hereditaments and Premises, **Upon this further Trust**, that they the said Trustees shall and do permit and suffer the same to be received, taken and enjoyed by such Person or Persons, who by Virtue of the Limitations herein after contained shall be intitled to and be in Possession of the said hereby granted and released Premises; and as to all and singular the herein before granted and released Messuages, &c. Hereditaments and Premises with their Appurtenances, **Subject** nevertheless to the Payment to them the said

Extraordinary Uses not to be found in Marriage Settlements by the want of Knowledge of the Issue of the Marriage.

As to the Annuity to the Grandson.

As to Residue of Rents, &c. to the Person in Remainder.

As to all Premises subject to the Annuities, to the Uses following *viz.*

To the Use of L. B. and the Heirs of his Body.

K. T. M. R. R. B. and *W. B.* the Grandsons, of the said several Annuities of, — so respectively, payable to them during their respective Lives, in Manner as aforesaid, to, for and upon the several Uses, Trusts, Intents and Purposes and subject to the Provisoes herein after mentioned, limited, expressed and declared, of and concerning the same, (that is to say) **To the Use** and Behoof of the said L. B. and his Assigns, for and during the Term of his natural Life without Impeachment of or for any Manner of Waste, and from and after the Determination of that Estate, to the Use of the said S. P. and J. D. (*the Trustees*) and their Heirs, during the Life of the said L. B. **Upon Trust** to preserve, &c. and from and after the Decease of the said L. B. **To the Use** of the Heirs of the Body of the said

Remainder to Trustees to preserve, &c. and to suffer L. B. to receive the Rents during Life.

Then as to one Moiety of Premises, in Trust for Mrs. T. during her Life, for her separate Use.

After her Death to the Use of the Heirs of her Body.

Power for Trustees to put out the Grandson's Annuities at Interest.

Covenant to levy a Fine.

L. B. lawfully to be begotten; and for want of such Issue (*Like Remainders to K. B. and W. B. the Grandsons*); and for want of such Issue, **Then in Trust** that they the said Trustees and the Survivor of them, his Heirs or Assigns, shall and do either pay to or else permit and suffer the said K. T. to receive and take the clear yearly Rents, Issues and Profits of one undivided Moiety or Half-Part of and in all and singular the herein before granted and released Hereditaments and Premises, to and for her sole separate Use, Benefit and Disposal, for and during the Term of her natural Life; the same to be exclusive and not to be subject or liable to the Control, &c. (*Vide Marriage Settlement.*) **Then** as to the said undivided Moiety or Half-Part of and in the said Premises, **To the Use** and Behoof of the Heirs of the Body of the said K. T. lawfully begotten or to be begotten, equally to be divided between them Share and Share alike, and to take as Tenants in common and not as Joint-Tenants (if more than one) and to the Heirs of his, her or their Bodies lawfully to be begotten; and in Default of such Issue, **Then in Trust** that they the said Trustees, (*The like Remainder to Mrs. R. and the Heirs of her Body, as before to K. T.*) **Provided** always, and it is hereby expressly agreed and declared by and between all the said Parties to these Presents, that the said two several Annuities of — so herein before made payable to, &c. (*the Grandsons*) in Manner as aforesaid, shall be subject to and upon the several Trusts, Intents and Purposes, and under the several Provisoes and Agreements herein after mentioned, expressed and declared of and concerning the same respectively, (that is to say) That it shall and may be lawful to and for the said Trustees and the Survivor of them, and the Heirs, Executors and Assigns of the Survivor of them, during the Minority of them the said R. and W. B. the Grandsons, from and after Payment out of their said respective Annuities, so much and such Part thereof as shall be sufficient for their several Maintenances and Educations, and until their respective Ages of 21 Years, to put and place out the Residue or Surplus Monies of the same several Annuities, from Time to Time, when and as the same shall become payable, upon some good and sufficient Securities, either real or personal, or in any of the publick Stocks, Funds or Companies, with full Power for them the said Trustees to call in and new place out the same, as Occasion may require, in such Manner as they the said Trustees at any Time in their Discretion shall think fit, so as the best annual Interest and Produce be made thereof as conveniently may be without lessening the Principal; **And upon this further Trust**, that they the said Trustees, and the Survivor of them, his Heirs, Executors or Assigns, shall and do pay all the Interest and Produce to arise and be made of such Surplus Monies unto them the said R. B. and W. B. when and as they respectively shall attain to their several Ages of 21 Years; and in Case either of them shall happen to die before such Age, then the Part or Share of him so dying, of and in the said Interest Monies, shall go and be paid to the Survivor of them the said K. B. and W. B. at his like Age of 21 Years; and in Case of both of their Deaths before such Age, **Then** the said Interest Monies to go and be paid to such Person or Persons who by Virtue of the said Deed of Partition shall be intitled to the Reversion and Inheritance of and in the said Premises; (*Power for Trustees to reimburse themselves*). And for the more effectual Conveying, Assuring and Confirming of all and singular the herein before granted and released Messuages, &c. to, for and upon the several Uses, Trusts, Intents and Purposes, and subject to the Provisoes herein and hereby mentioned, limited, expressed and declared, of and concerning the same, he the said R. B. for himself and for the said K. his Wife, and for their respective Heirs, doth covenant with the Trustees, &c. (*Declaration of the Uses thereof. Vide preceding Settlements.*) **In Witness, &c.**

A Settlement whereby the Son conveys his Freehold and Leasehold Estates to Trustees, towards the Payment of his Father's Debts, and in Consideration thereof the Father conveys his Freehold and Leasehold Estates to the same Trustees, to settle the Value of the Son's Estates to several Uses, and after such Settlement to sell or mortgage so much of the Remainder, as will pay the Residue of the Debts and Trustees Charges, and to convey the Residue to the Father.

(2.) **THIS Indenture Tripartite** made, &c. **Between** J. W. of — and J. his Wife, one of the two Grandaughters and Coheirs of H. W. late of — deceased, of the first Part, W. W. Esq; eldest Son and Heir apparent of the said J. W. and J. his Wife, of the second Part, and N. W. of — and P. N. of — (*Trustees*) of the third Part. **Whereas** the said W. W. stands seised of the Freehold, and possessed of the Leasehold Messuages, &c. in the Schedule hereunto annexed mentioned and described, intituled the first Schedule, being the Estate late of the said H. W. his Grandfather, (that is to say) as to the

Recital of the Son's Freehold and Leasehold Estates.

the Freehold Estates therein mentioned and described, to the Use of the said *W.W.* his Heirs and Assigns for ever; and as to the Leasehold Estates therein mentioned and described, to the Use of the said *W.W.* his Executors, Administrators and Assigns, during the Residue of the respective Terms therein to come: **And whereas** the said *J.W.* is seised in Fee of the several Freehold Manors, &c. and also possessed of the Leasehold Estates, during the Residue of the several Terms therein to come, in the Schedule herein annexed mentioned and described, intituled the second Schedule: **And whereas** the said *J.W.* is indebted to several Persons in the Schedule hereunto annexed mentioned, intituled the third Schedule, the several Sums of Money therein mentioned: **And whereas** the said *W.W.* out of his Love and filial Duty he hath and beareth to the said *J.W.* his Father, hath agreed, that all and every the Freehold Messuages, &c. comprized in the first Schedule, which was late the Estate of the said *H.W.* shall be conveyed to the said *N.W.* and *P.N.* and their Heirs, in Trust to be sold towards Payment of the said Schedule Debts, in Consideration whereof, the said *J.W.* hath agreed, that all and every the Manors, &c. both Freehold and Leasehold in the said Schedule hereunto annexed mentioned and described, intituled the second Schedule, shall be conveyed by the said *J.W.* **To the Use** of the said *N.W.* and *P.N.* their Heirs, Executors, Administrators and Assigns, upon Trust, in the first Place, to settle, convey and assure Lands of an equal Value of those comprized in the said first Schedule, agreed to be sold towards Payment of the Schedule Debts as aforesaid, to the separate Use of the said *J.W.* for her Life; and after her Decease to the Use of the said *W.W.* and the Heirs Male of his Body, lawfully to be begotten; Remainder to *J.W.* youngest Son of the said *J.W.* and the Heirs Male of the Body of the said *J.W.* lawfully to be begotten; and for want of such Issue, to the Use of such Person and Persons, and for such Estate and Estates, Uses, Intents and Purposes, as the said *J.W.* notwithstanding her Coverture, and as if she were Sole and unmarried, shall direct or appoint; and for want of such Direction or Appointment, in Trust for the said *J.* her Heirs and Assigns, with Power for the said *J.W.W.* and *J.W.* respectively, to make Leases at a Rack-Rent; and for the said *W.W.* and *J.W.* respectively, to limit Jointures, in such Manner as is herein after mentioned and expressed; **And upon this further Trust**, after such Settlement made, to sell so much and so many of the remaining Manors, &c. in the said second Schedule comprized, as will pay the Residue of the said Schedule Debts as shall remain unpaid, or by Mortgage to secure such of the said Schedule Debts as shall be thought fit to be continued a Charge on the said Estates, and after Raising, Paying or Securing the said Schedule Debts, and the Trustees Charges; **Then upon further Trust** to convey the Residue of the said Manors, &c. comprized in the said second Schedule that shall remain unsold, and also the Equity of Redemption of such of them as shall be thought proper to be mortgaged for such Sum and Sums of Money as shall be thought fit to be left a Charge upon the said Estate, to the said *J.W.* his Heirs and Assigns: **Now this Indenture witnesseth**, that for carrying the said Agreement into Execution, and for and in Consideration of the Sum of, &c. to the said *W.W.* in Hand paid by the said *N.W.* and *P.N.* at, &c. the Receipt, &c. and for divers other good Causes, &c. the said *W.W.* hath bargained, sold, aliened, released, ratified and confirmed, and by these Presents **Doth** fully, clearly and absolutely bargain, &c. unto the said *N.W.* and *P.N.* in their actual Possession, &c. and by Force, &c. their Heirs and Assigns, &c. **All** those Freehold Messuages, &c. late the Estate of the said *H.W.* contained, comprized and described in the Schedule hereunto annexed mentioned, intituled the first Schedule, and all Edifices, &c. thereunto belonging or appendant thereunto, or therewith, or with any Part thereof used, leased, demised or enjoyed, or accepted, reputed or taken to be Part, Parcel, or Member thereof, and the Reversion, &c. and all the Estate, &c. of the said *W.W.* in and to the same, together with all Deeds, &c. **To have and to hold** the said Messuage, &c. with their and every of their Appurtenances, to the said *N.W.* and *P.N.* their Heirs and Assigns, to the Use of them the said *N.W.* and *P.N.* their Heirs and Assigns, **Upon Trust**, to sell the same and apply the Money arising by such Sale towards Payment of the said Schedule Debts, in such Order and Precedency as they shall think fit, pursuant to the said recited Agreement. **And this Indenture further witnesseth**, that for the Consideration aforesaid, the said *W.W.* hath assigned, set over and transferred, and by these Presents **Doth** fully, clearly and absolutely assign, &c. unto the said *N.W.* and *P.N.* their Executors, Administrators and Assigns, all and every the Leases and Leasehold Houses, Tenements and Hereditaments in the said first Schedule hereunto annexed mentioned and described, and all Edifices, &c. and the Reversion, &c. and all the Estate, &c. of the said *W.W.* in and to the same; **To have and to hold** the said Leases and Leasehold Premises, unto the said *N.W.* and *P.N.* their Executors, Administrators and Assigns, from henceforth, for and during all

Of the Father's Freehold and Leasehold Estates.

Of the Father's being in Debt, and the Son's Agreement to convey his said Estates to Trustees to be sold towards the Payment of his Father's Debts; and in Consideration thereof the Father agrees to convey his said Estates to Trustees to settle the Value of the Son's Estates upon several Uses,

and after such Settlement to sell so much of the Remainder, as will pay the Residue of the Debts and the Trustees Charges, and to convey the Residue to the Father.

Release of the Son's Freehold Estate,

upon Trust to sell to pay his Father's Debts, and Assignment of his Leasehold Estate,

all the Rest, Residue and Remainder of the said several Terms of Years, in and by the said respective Leases granted, yet to come and unexpired; **In Trust** to sell the same by one or more Sale or Sales, and apply the Money arising by such Sales, towards Payment of the said Schedule Debts, in Manner and Form aforesaid, according to the said respective Agreement, **Subject** to the Rents and Covenants in the said respective Leases reserved and contained on the Tenant's or Lessee's Parts to be paid, done and performed. **And this Indenture further witnesseth**, that in Pursuance of such Part of the said recited Agreement, as by the said *J. W.* is to be performed, and for settling an Equivalent to the Freehold and Leasehold Messuage, &c. by the said *W. W.* conveyed and assigned to the said *N. W.* and *P. N.* to be sold towards Payment of the said Schedule Debts, as aforesaid, and for conveying Lands for Payments, or securing the Residue of the said Schedule Debts as aforesaid, and for and in Consideration of the Sum of 10*s.* of, &c. to him the said *J. W.* in Hand paid by the said *N. W.* and *P. N.* at, &c. the Receipt, &c. and for divers other good Causes, &c. he the said *J. W.* hath granted, bargained, sold, aliened, released, ratified, confirmed, and by these Presents **Doth** fully, clearly and absolutely grant, &c. unto the said *N. W.* and *P. N.* in their actual Possession, &c. and their Heirs and Assigns, all those the Freehold Manors, &c. in the said Schedule hereunto annexed, intitled the second Schedule, contained, mentioned and described, with their and every of their Rights, &c. and all Messuages, &c. and the Reversion, &c. and all the Estate, &c. and all Deeds, &c. **To have and to hold** the said Manors, &c. with their and every of their Rights, &c. unto the said *N. W.* and *P. N.* their Heirs and Assigns, **To the Use** of them the said *N. W.* and *P. N.* their Heirs and Assigns, upon Trust, in the first Place, to settle and convey the several Manors, &c. in the fourth Schedule hereunto annexed mentioned, and computed to be of the yearly Value of 100*l.* or thereabouts, being Part of the said Manors, &c. in the second Schedule contained, and which are computed to be of equal Value with the said Messuages, Houses and Hereditaments, late the Estate of the said *H. W.* hereby conveyed and assigned by the said *W. W.* to the said *N. W.* and *P. N.* to be sold towards Payment of the Schedule Debts, as aforesaid, to the Use of Trustees for the said *J. W.* for her separate Use for her Life, and after her Decease, to the Use of the said *W. W.* and the Heirs Male of his Body lawfully to be begotten; and for want of such Issue, to the Use of the said *G. W.* and the Heirs Male of his Body lawfully to be begotten; and for want of such Issue, to the Use of such Person and Persons, and for such Estate and Estates, Uses, Trusts, Intents and Purposes, as the said *J. W.* notwithstanding her Coverture, and as if she were sole and unmarried, shall direct or appoint; and for want of such Direction or Appointment, to the Use of the said *J. W.* her Heirs and Assigns for ever, with Power to the said *J. W.* *W. W.* and *G. W.* when in Possession, to make Leases at a Rack-Rent for 21 Years; and also with Power to the said *W. W.* and *G. W.* when in Possession, if they shall marry with the Consent of the said *J. W.* and *J.* his Wife, or of the Survivor of them, to limit Jointures to such Women as they shall respectively marry, for the Life of such Women; and upon further Trust, by an absolute Sale or Mortgage of such Part of the Residue of the said Manors and Premises contained in the said second Schedule, to pay or secure the Residue of the said Schedule Debts, and to convey what shall remain unsold, and the Equity of Redemption of what shall be mortgaged, to the said *J. W.* his Heirs and Assigns, pursuant to the said recited Agreement: **And this Indenture further witnesseth**, that the said *J. W.* for the Consideration aforesaid, hath granted, bargained, sold, assigned, set over and transferred, and by these Presents **Doth** fully, clearly and absolutely grant, &c. unto the said *N. W.* and *P. N.* their Executors, Administrators and Assigns, **All** and every the Houses and Leasehold Estates of him the said *J. W.* in the said second Schedule hereunto annexed and mentioned, with their Rights, Members, Appendants and Appurtenances, and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Leases and Leasehold Premises, unto the said *N. W.* and *P. N.* their Executors, Administrators and Assigns, from henceforth, for and during all the Residue and Remainder of the said respective Terms thereof respectively granted, and now to come and unexpired, **Subject** to the Rents and Covenants in the said respective Leases contained, on the respective Tenants Parts to be paid, done and performed; **Upon Trust** absolutely to sell the same, either together or in Parcels, and to pay and apply the Monies arising by such Sale or Sales, towards the Payment of the said Schedule Debts, in Manner aforesaid, pursuant to the said recited Agreement. **And it is declared** and agreed by and between the said Parties to these Presents, that the Persons who shall purchase any Part of the said Trust-Estate, on Payment of his, her or their Purchase Money to the said Trustees, or one of them, shall be fully and absolutely discharged from the Payment thereof, and shall not

upon the like Trust.

Release of the Father's Freehold Estate.

Upon Trust to settle the same as before recited.

And Assignment of his Leasehold Estate.

To sell the same, &c.

Declaration to indemnify the Purchasers.

not be answerable for any Misapplication or Non-application thereof, or any Part thereof; and if the said Purchasers, or any of them shall be sued or molested upon Account of such Misapplication and Non-application, then and in such Case, the said J. W. for himself, &c. doth covenant, &c. (to indemnify the Purchasers from all Damages to be occasioned thereby. *Covenants, to enable the Trustees to make a Title, and join in the Conveyance. Vide Tit. Covenants. Proviso, that the Trustees shall not be answerable for each others Acts, but they shall be allowed Expences, &c. Vide Tit. Proviso. Covenant that J. W. is lawfully seised of the Freehold Premises, and also possessed of the Leasehold Premises; and hath Power to convey; and that the Trustees shall peaceably enjoy on the Trusts before mentioned; free from Incumbrances, the said Schedule Debts excepted; and that J. W. will make further Assurance. Vide Tit. Covenants.) In Witness, &c.*

Settlement on two Sons by the Father in his Life-time, to operate to the Uses and Trusts therein mentioned, but subject to the Uses of his Will, and also to Revocation, if he should think fit so to order and appoint.

THIS Indenture Tripartite, &c. Between J. P. of, &c. Esq; of the first Part, J. P. eldest Son of the said J. P. and W. P. youngest Son of the said J. P. of the second Part, and Sir S. A. Bart. and T. P. of, &c. Esq; of the third Part, Witnesseth, that for settling and assuring the Manors, Mansion-Houses, Messuages, Barrens, &c. To such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoes, Powers and Agreements as are herein after limited, declared and expressed of and concerning the same, and for and in Consideration of the Sum of 10s. of, &c. to the said J. P. the Father, in Hand paid by the said Sir S. A. and T. P. (the Trustees) at or before the Sealing, &c. he the said J. P. the Father, hath granted, released and confirmed, and by these Presents Doth, &c. unto the said (the Trustees) (in their actual Possession now being) and to their Heirs, All that the Manors, &c. and the Reversion and Reversions, &c. and all the Estate, &c. **To have and to hold** the said Manors, &c. and all and singular the Premises, with their and every of their Appurtenances, unto the said (the Trustees) and their Heirs, To such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoes, Powers and Agreements as are herein after limited, expressed and declared of and concerning the same; that is to say, **To the Use** of the said J. P. the Father, for Life *sans Waste*; and from and after his Decease, then **To the Use** and Behoof of the said J. P. the Son for Life *sans Waste*; **To the Use** and Behoof of the said (Trustees to preserve Contingent Remainders); but nevertheless in Trust to permit the said J. P. the Son, and his Assigns, to receive and take the Rents, &c. and from and after his Decease, **To the Use** and Behoof of the first Son, &c. (Vide **Limitation of Uses and Trusts**, p. 284. to both Sons and Daughters); and for Default of such Issue, **To the Use** of all and every the Daughter and Daughters of the Body, &c. (Remainder to the Daughters of W. P. in like Manner); and for Default of such Issue, **To the Use** of the said J. P. the Father, his Heirs and Assigns for ever; **And** the other Moiety of the said Premises herein before limited in the Use to the said J. P. the Son, after the Decease of the said J. P. the Father, from and after the several and respective Uses and Estates herein before limited, **To the Use** and Behoof of all and every the Daughter and Daughters of the Body of the said W. P. &c. (the Limitation of the other Moiety to W. P.'s Daughter to take by Survivorship); and for Default of such Issue, **To the Use** and Behoof of the said Dame A. D. and M. P. to take as Tenants in Common, and not as Joint-Tenants, and of the several Heirs of their Bodies issuing, &c. (Remainder to D. A. M. and M. P. as Tenants in Common, and to take by Survivorship); and for Default of such Issue, **To the Use** of the said J. P. the Father, his Heirs and Assigns for ever; and as for, touching and concerning the Messuages, Lands, Tenements and Hereditaments in the said Parish of South M. from and immediately after the Decease of the said J. P. the Father, to the only Use and Behoof of the said W. P. his Heirs and Assigns for ever; **And** as for, touching and concerning the said Mansion-House, &c. **To the Use** and Behoof of the said W. P. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, &c. (Remainder to the youngest Son, &c. in the same Order as in **Limitations of Uses and Trusts**, p. 284.) and for Default of such Issue, **To the Use** and Behoof of the said J. P. the Son, his Heirs and Assigns for ever: **Provided** always, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful, &c. (Power to lease for Lives or for 21 Years, as before in Marriage Settlements, and the same Power to future Persons in Possession.) **Provided** always, and

(3.)

Consideration,
Recital of the
Lease for
Years.

To the Father
in Fee.

Remainder to
the Father in
Fee.

Remainder to
J. P. in Fee.

Power for Sons
to make Join-
tures when in
Possession.

This Deed
subjected to
the Father's
Will.

Power of Re-
vocation.

and it is hereby declared and agreed by and between the said Parties to these Presents, that after the Decease of the said *J. P.* the Father, it shall and may be lawful to and for the said *J. P.* the Son, and *W. P.* and the Heirs Male of their Bodies respectively, when they or any of them respectively shall be in the actual Possession of the Freehold of the said Manors and Premises, or any Part or Parts thereof respectively, by Virtue of any the Limitations aforesaid, to assign, convey, limit or appoint, by any Deed or Deeds indented, under their Hands and Seals respectively, to be attested by three or more credible Witnesses, the said Mansion-house, &c. **Provided always,** and it is hereby agreed and declared by and between the said Parties to these Presents, that the said House, &c. and Premises herein before mentioned and intended to be hereby granted and released, and every of them, and every Part and Parcel thereof, and the Rents, Issues and Profits thereof, shall be subject and liable to and charged with the Raising and Payment of such yearly or other Sum or Sums of Money, as he the said *J. P.* the Father, by his last Will and Testament in Writing, or by any Writing purporting to be his last Will and Testament, to be subscribed and published by him in the Presence of three or more credible Witnesses, or by any Codicil or Codicils to his Will, so subscribed and published, shall direct or appoint, to be raised and paid by or out of the said Manors and Premises, or any of them, or any Part or Parts of them, or any of them, or by or out of any of the Rents, Issues or Profits thereof; **And** that it shall and may be lawful to and for the said *J. P.* the Father, from Time to Time, by any Deed or Deeds under his Hand and Seal, and sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing under his Hand and Seal, attested by three or more credible Witnesses, to revoke, annul, make void, alter or change any of the Uses, Trusts, Estates, Powers or Provisoes herein before limited, raised, appointed or declared, and by the same, or any other Deed or Deeds, or by any other Deed or Deeds under his Hand and Seal, attested in like Manner as aforesaid, or by his last Will and Testament in Writing, attested in the like Manner as aforesaid, to limit or appoint any new or other Use or Uses, Estate or Estates, or Trust or Trusts, of or concerning the before mentioned Manors and Premises, or any of them, or any Part or Parts thereof; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding. **In Wit-
ness, &c.**

A Settlement, reciting that a Father by his Will had bequeathed a certain Sum of Money to Trustees to be laid out at Interest, and the Interest to be applied towards the Maintenance of one of his Sons who was a Lunatick. The Mother by this Deed makes a further Settlement (on the Lunatick) out of her own proper Monies, with a Proviso in Case he was restored to his Sanity.

(4.) **THIS Indenture Tripartite,** made, &c. **Between** *J. A.* of, &c. and *R. A.* (Son and Heir apparent of the said *J. A.*) of the first Part, *W. G.* of, &c. and *A. G.* of, &c. (Brother of him the said *W. G.*) of the second Part, and *A. G.* of, &c. Widow, (Mother of them the said *W. G.* and *A. G.*) and Executrix of the last Will and Testament of *T. G.* late of, &c. her late Husband deceased, of the third Part. **Whereas** the said *T. G.* the said late Father of them the said *W. G.* and *A. G.* and Husband of her the said *A. G.* in and by his last Will and Testament in Writing, bearing Date, &c. (amongst other Devises, Gifts and Bequests therein contained) *Did give* and bequeath the Sum of — to be paid within one Month next after his Decease by his Executrix, out of his Personal Estate, into the Hands of them the said *W. G.* and *A. G.* his Sons, *In-Trust* for the Use and Benefit of *J. G.* his Son, then and yet being of an unsound Mind and Memory, to be by them the said *W.* and *A.* his Sons put to Interest, or otherwise laid out for the Use and Benefit of the said *J. G.* his (the said Testator's) Son, in such Manner as to them the said *W. G.* and *A. G.* should seem most meet and convenient; **And his Will** was, that they the said *W.* and *A.* his said Sons should yearly employ the Interest, Produce and Increase of — in the Maintenance of the said *J.* his (the said Testator's) Son; and might also, if they thought meet, employ and dispose of any Part of the Principal Sum in and for his Maintenance, (if there should be Occasion): **And** if it pleased God to restore him the said Testator's Son *J.* to his right Senses, his Will was, that the said Sum of 300*l.* and the Interest, Produce and Increase thereof, or such and so much of the said Principal and Interest, as should not then be laid out and expended in the Maintenance of the said *J.* according to the said Will, should be paid by them the said *W. G.* and *A. G.* his (the said Testator's) said Sons, into the Hands of the said *J. G.* his said Son; but if the said *J.* his Son should happen to die before his former Senses should be restored,

Recital of a
Provision for
a Lunatick
Son by Will.

restored, then his Will was, that all such and so much of the said 300 l. and Interest, as should not be expended, should after such the Decease of the said J. his (*the said Testator's*) Son be paid to the Executors or Administrators of the said J. his Son, and of his said Will made the said A. G. then his Wife, Executrix; as in and by the said recited last Will and Testament of the said T. G. Relation being thereunto had, it doth and may more plainly appear: **And whereas** the said A. G. hath not only paid the said — into the Hands of the said W. G. and A. G. her Sons, pursuant to the said Will, but hath also, out of her Motherly Affection for the making a further and better Provision for the said J. her Son, in Regard his Senses are not as yet restored, paid into the Hands of the said W. G. and A. G. her Sons the Sum of 210 l. of her own proper Monies, to be with the said — laid out in purchasing the Messuage, &c. to be settled as herein after is mentioned: **Now this Indenture witnesseth**, that for and in Consideration of the said several and respective Sums of — and — to the said J. A. and R. A. or one of them, with the Consent of the other, in Hand well and truly paid by the said W. G. and A. G. or one of them, at or before the Execution hereof, (for the absolute Purchase of the Messuage, Lands and Tenements herein after mentioned, and intended to be hereby released and conveyed) the Receipt whereof, &c. and for divers other good Causes and Considerations them hereunto moving, *They* the said J. A. and R. A. **have**, and each of them **hath** granted, bargained, sold, aliened, released and confirmed, and by these Presents **do**, &c. unto the said W. G. and A. G. (in their actual Possession, &c. and by Force of the Statute made for transferring Uses into Possession) and to their Heirs, **all** that, &c. and the Reversion, &c. and all the Estate, &c. and all Deeds, Evidences and Writings whatsoever, which relate to or concern the said Premises only, or only any Part thereof, &c. **To have and to hold** the said Messuage or Tenement, &c. and all and singular other the Premises herein and hereby granted and released, or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto them the said W. G. and A. G. (*the Trustees*) their Heirs and Assigns, to the only proper Use and Behoof of them the said W. G. and A. G. and of their Heirs and Assigns for ever; *Subject to* and upon and under the several Trusts, Limitations, Provisoes and Agreements, and to and for the several Uses, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same, (that is to say) **In Trust**, to the Intent that they the said W. G. and A. G. their Heirs and Assigns, do and shall yearly and every Year, during so long Time as they the said J. G. and A. G. shall both live, apply and pay the Rents, Issues and Profits of all and singular the said Messuage, Lands and Premises, in Manner following, (that is to say) That they the said W. G. and A. G. do and shall in the first Place apply and pay the Sum of — being the Interest (without any Deduction) for the Maintenance of the said J. G. (*the Lunatick*) and all the Rest, Residue or Overplus of the said Rents, Issues and Profits of the said Premises, (after they the said W. G. and A. G. and their Heirs, shall have first defalked and deducted to themselves their reasonable Costs and Expences in and about the Management of this Trust) **do** and shall pay to the said A. G. her Executors, Administrators or Assigns; and after the Death and Decease of either of them the said J. G. and A. G. and in Case of the Death and Decease of the said J. G. before the Death and Decease of the said A. G. his Mother, **Then upon this further Trust**, that they the said W. G. and A. G. and their Heirs, do and shall sell all and singular the said Messuage, Lands and Premises hereby granted and released, or intended so to be, with their Appurtenances, and out of the Monies arising by such Sale, do and shall pay the Sum of — and so much of the said Annuity or Sum of — *per Ann.* as shall not be expended, laid out or paid, unto the Executors or Administrators of the said J. G. in Lieu of the aforesaid Legacy or Sum of — given to the said J. G. and joined with the said — to purchase the aforesaid Messuage, Lands and Premises, and the Interest thereof; and all the Rest, Residue or Overplus of the Monies arising by such Sale, after the said Sum of — so appointed to be paid thereout, shall be paid, and all their reasonable Costs and Expences shall be fully satisfied, do and shall from Time to Time, and at all Times during the natural Life of the said A. G. put out to Interest, and call and take in and put out again, as they shall see requisite, and all the Interest arising therefrom or made thereof during her Life, do and shall yearly pay to the said A. G. for her sole Use; **And** after the Decease of the said A. G. **Then** all such Rest, Residue or Overplus, shall be for the Use of them the said W. G. and A. G. their Executors, Administrators and Assigns, equally between them to be divided; **And** in Case of the Death and Decease of the said A. G. before the Death and Decease of the said J. G. **Then** upon this Trust, and to the End that they the said W. G. and A. G. and their Heirs, do and shall from Time to Time, and at all Times during the natural Life of the said J. G. apply and pay the whole Rents, Issues and Profits of the said Messuage, Lands

The Mother's Performance of her Husband's Will, and her further Provision.

The Purchase.

Lease for Years.

Habendum.

Trusts.

The Profits to the Lunatick for Life.

Trustees to be paid their Expences;

Remainder to the Mother;

Remainder to the Sons of the Widow and Brothers of the Lunatick.

and

Contingency
as to the
Death of the
Mother or
Lunatick.

Proviso in
Case of the
Lunatick's re-
covering his
Sanity.

The Lunatick
in Case he re-
covers his Sa-
nity, to be
seised in Fee.

and Premises hereby granted and released, or intended so to be, with their Appurtenances, (they first deducting thereout their reasonable Costs and Expences in the Management and Execution of this Trust) for the Maintenance of the said *J. G.* and after the Decease of the said *J. G.* **Then** upon this further Trust, that they the said *W. G.* and *A. G.* or their Heirs, do and shall sell all and singular the said Messuage, Lands and Premises hereby granted and released, or intended so to be, with their Appurtenances, and out of the Monies arising by Sale thereof, do and shall pay the Sum of — together with such Part of the Interest thereof as they shall not have expended in the Maintenance of the said *J. G.* unto the Administrators of the said *J. G.* in Lieu of the said Legacy or Sum of — joined to purchase as aforesaid; and the Interest thereof, and all the Rest, Residue or Overplus of the Monies arising by such Sale of the said Messuage, Lands and Premises hereby granted and released, or intended so to be, with their Appurtenances, shall be detained and kept and equally divided by and between the said *W. G.* and *A. G.* for the Use and Benefit of themselves, their Executors, Administrators and Assigns: **Provided always**, and it is the true Intent and Meaning of these Presents, and of the Parties hereunto, that if it shall please Almighty God to restore the said *J. G.* to his former Senses in the Life-time of his said Mother the said *A. G.* that then they the said *W. G.* and *A. G.* or their Heirs, may and shall, by Sale of Part of the said Messuage, Lands and Premises hereby granted and released, or intended so to be, or by Mortgage of the Whole, levy and raise the Sum of — and pay the same to the said *J. G.* his Executors, Administrators and Assigns, in Lieu of his said Legacy or Sum of — joined to Purchase as aforesaid; and when and after the said last named Sum of — shall be levied, raised and paid, according to the true Meaning hereof, **Then** they the said *W. G.* and *A. G.* and their Heirs, shall and will stand and be seised of and in such Part of the said Messuage, Lands and Premises, as shall be remaining unfold, in Case Sale is made of Part thereof, for the Payment of the said last named Sum of — to and for the Use of the said *A. G.* for and during the Term of her natural Life; and after her Decease, &c. (*common Limitations*): **Provided always**, and it is the further Meaning of these Presents, and the Parties hereto, that if the said *J. G.* shall not be restored to his former Senses in his Mother's Life-time, but after her Decease it shall please Almighty God so to restore him to his Senses, **Then** they the said *W. G.* and *A. G.* or their Heirs, shall and will stand and be seised of and in all and singular the said Messuage, Lands and Premises, with their Appurtenances, **In Trust** for and for the only Use of the said *J. G.* and his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever: **And** the said *J. A.* and *R. A.* for themselves, their Heirs, Executors and Administrators, and for every of them, **Do**, and each of them **Doth** covenant, promise, grant and agree, to and with the said *W. G.* and *A. G.* &c. (*Covenant that they are rightfully seised; vide Covenants. A Covenant of good Right to convey to the Releasee in Manner as aforesaid. A Covenant for quiet Enjoyment, subject to the Trusts, Limitations, Provisoes and Agreements aforesaid; vide Covenants*). **In Witness**, &c.

Settlement from a Father to his Daughter, whereby he deposits a certain Sum of Money in Trustees Hands for the Daughter's separate Use, not to be liable to the Husband's Debts or Engagements, and the Father reserves to himself a Power of Revocation, and of appointing new Uses; the Receipt of the Sum of Money indorsed and signed by one of the Trustees.

- (5.) **THIS Indenture Tripartite** made, &c. **Between** *T. B.* of, &c. Esq; of the first Part, *A. M. B.* of, &c. Spinster, of the second Part, and *A. B.* and *C. D.* (two Trustees nominated and appointed by them the said *T. B.* and *A. M. B.* to, for and upon the several Trusts, Intents and Purposes herein after mentioned and expressed) of the third Part. **Whereas** for Docketing, Barring and Extinguishing of all Estates-tail, and of all Remainders and Reversions thereupon expectant, and depending of and in several Messuages, &c. or any of them, with their Appurtenances, *He* the said *T. B.* and at his special Instance and Request, *she* the said *A. M.* his Daughter, *Hath* joined in levying a Fine and suffering a common Recovery of the said Messuages, &c. the Uses of which Recovery, by a Deed by them duly executed, has been declared to enure to the said *T. B.* his Heirs and Assigns for ever; and in Consideration thereof, *He* the said *T. B.* *Hath* duly executed a general Release, bearing even Date herewith, and hath thereby freely, clearly and absolutely remised, released and for ever quit-claimed unto the said *A. M. B.* her Heirs, Executors and Administrators, *As well* all and every the Sum and Sums of Money as are now any ways due or payable to him from the said *A. M. B.* for, upon Account or in Respect of her Main-

Recital of a
Fine and Re-
covery.

General Re-
lease from the
Father to the
Daughter.

Maintenance and Education, or any other Matter or Thing whatsoever; *As also* of and from all and all Manner of Actions, Suits, Charges and Demands whatsoever, touching or concerning the same, or otherwise howsoever in such Manner as therein is mentioned: **And** whereas the said *T. B.* in further Consideration thereof, and also of the natural Love and Affection which he hath for and beareth to the said *A. M. B.* and to the End and Intent to make some present and future Provision for her Support, Maintenance and Preferment in the World, *Hath*, on the Day of the Date hereof, actually paid and deposited into the Hands of the said *A. B.* and *C. D.* (*the Trustees*) or one of them, the Sum of —, the Receipt whereof, &c. **Now** this Indenture witnesseth, and it is hereby agreed and declared by and between all and every the Parties hereunto, and the true Intent and Meaning of them and of these Presents is, That the said Principal Sum of — so paid and deposited into the Hands of them the said *A. B.* and *C. D.* or one of them as aforesaid, together with all the Interest, Profits and other Produce whatsoever, to arise or be had or made thereof, shall from henceforth go, be paid, applied and disposed of, to, for and upon the several Trusts, Intents and Purposes, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same, (that is to say) Upon the special Trust, that they the said *A. B.* and *C. D.* or the Survivor of them, his Executors or Administrators, by and with the Consent and Approbation of the said *T. B.* during his Life, and after his Death, then of the said *A. M. B.* the same to be testified by any Writing under his or her Hand and Seal, shall and do, as soon as conveniently can or may be, put and place out the said Sum of — upon one or more good and sufficient Mortgage or Mortgages of Freehold, Copyhold or Leasehold Lands, or else shall and will lay out and invest the same or any Part thereof by and with such Consent as aforesaid, in the Purchase of *South-Sea* Annuities, or in any of the publick Stocks, Banks, Companies or Funds, together with full Power for them the said *A. B.* and *C. D.* (by and with such Consent as aforesaid) at any Time to call in, remove and new place out the said Principal Monies or any Part thereof, as Occasion may require, so as the best annual Interest, Produce and Profit be made thereof, as conveniently can or may be without lessening the Principal: **And upon this further Trust** and Confidence, That they the said Trustees, or the Survivor of them, his Executors or Administrators, shall and do pay all the Interest, Produce, Dividends and Profits to arise or be had or made of the said Sum of — from Time to Time, when and as soon as the same shall become due and payable, and be by them the said Trustees received, unto the said *A. M. B.* until such Time as she shall think fit to be married, and upon such her Marriage (in case the same shall be by and with the Consent and Approbation of the said *T. B.* if living, and in case of his Death, then by and with the Consent of the said Trustees or the Survivor of them, if they or either of them shall be then living, in such Manner as herein after is mentioned): **Then upon this further special Trust**, That they the said Trustees above-named, or the Survivor of them, his Executors or Administrators, shall and do pay all the yearly Interest, Profit and Produce of the said — unto the said *A. M. B.* or as she shall appoint by any Writing under her Hand, notwithstanding her Coverture; the same to go and be to and for her sole and seperate Use, Benefit and Disposall, for and during her natural Life, exclusive of any Husband, &c. (*To be free from the Husband's Controul, and not liable to his Engagements, as in several of the preceding Settlements.*) And from and immediately after the Death of her the said *A. M. B.* (in case she marries with such Consent as aforesaid) **Then upon this further Trust**, that if there shall be any Child or Children born of her Body, living at the Time of her Death, then as to the said Principal Sum of 1000*l.* in Trust for and to be applied and disposed of as and for the Portion or Portions of all and every the Child or Children of the said *A. M.* that shall be living at the Time of her Death, in equal Shares and Proportions, (if more than one) and if there shall, &c. (*Vide Limitations of Uses and Trusts*): **Provided always**, That it shall and may be lawful to and for the said Trustees, their Executors, Administrators and Assigns, during the Minority of any of such Children respectively, to issue and apply so much and such Part of the Portion or Portions hereby provided for them respectively, for the placing them out in any Trade, Profession or Employment, as to the said Trustees, their Executors, Administrators or Assigns shall seem requisite: **Provided also**, That if any of such Children shall happen to die, &c. (*the Survivors to take equally*): **Provided also**, and it is hereby expressly agreed and declared, by and between all and every the Parties to these Presents, and their true Intent and Meaning is, that in case the said *A. M. B.* shall happen to die in the Life-time of the said *T. B.* unmarried, or in case she the said *A. M. B.* shall during the Life-time of the said *T. B.* or after his Death, intermarry with any Person whomsoever, without the Consent and Approbation of him the said *T. B.* if living, but if dead, then without the Consent of the said *C. W.* and *T. S.* or the Survivor of them, if they or either

Consideration.

The Trust.

Provision for putting out the Children to Trades.

The Daughter not to marry without the Father's Consent, if living; if dead, not without the Trustees Consent.

Power for the Father to limit new Uses by Will or otherwise.

Power of Revocation vested in the Father, and to appoint new Uses.

Power for the Trustees to lay out the Money in a Purchase, to such Uses as they shall think proper.

of them shall be then living, such Consent and Approbation to be in Writing, under the Hand and Seal, or Hands and Seals of the said *T. B.* or of the said Trustees or the Survivor of them, attested by two or more credible Witnesses; or in case the said *A. M. B.* on her Marriage with such Consent as aforesaid, shall die without leaving any Child or Children born of her Body, living at the Time of her Decease, or there being such Child or Children, all of them shall happen to die before the said 1000*l.* hereby intended for their Portions, shall become due and payable to them in Manner as aforesaid; then and in any of the Cases aforesaid, **Upon this further Trust,** That they the said Trustees or the Survivor of them, his Executors, Administrators or Assigns, shall and do pay, transfer and assign, the said Principal Sum of 1000*l.* and all the Interest and Produce thereof, together with all Securities then taken for the same, to such Person or Persons, and for such Uses, Trusts, Intents and Purposes, and with and under such Conditions, and with or without Power of Revocation, and in such Manner and Form, as he the said *T. B.* (by any Deed or Writing, or by his last Will and Testament in Writing, to be by him duly executed in the Presence of two or more credible Witnesses,) shall give, dispose, direct, limit or appoint the same; and for want of such Gift, Disposition, Direction, Limitation or Appointment, then in Trust for the Executors and Administrators of the said *T. B.* any Thing, &c. **Provided always,** and it is hereby further agreed, intended and declared by and between all and every the Parties, &c. (*Vide Trustees to be reimbursed, and not answerable for each other, in first Settlement before Marriage.*) **Provided always,** and it is hereby expressly agreed and declared by and between all and every the Parties to these Presents, and the true Intent and Meaning is, that it shall and may be lawful to and for the said *T. B.* at any Time hereafter by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing, to be subscribed and sealed by him in the Presence of three or more credible Witnesses, to alter, revoke and make void these Presents, or all or any of the Uses and Trusts herein before limited, expressed and declared, of and concerning the said Monies and Premises, or any Part thereof, and by the same Deed, Writing or Will, or by any other Deed, Writing or Will to be by him subscribed and sealed in Manner as aforesaid, to limit, direct, appoint or declare such other new Uses, Trust or Trusts of and concerning the said Monies and Premises, or any Part thereof, in such Manner as the said *T. B.* shall at any Time think fit, any Thing, &c. **Provided lastly,** and it is hereby further declared and agreed by and between the said Parties to these Presents, that if the said *A. M. B.* shall at any Time hereafter marry with such Consent and Approbation as aforesaid, then and in such Case it shall be lawful to the said Trustees, their Executors and Administrators, to sell and dispose of the Securities to be taken for the said 1000*l.* or call in the Money placed out thereon, and to lay out—and invest the said Principal Sum of — in the Purchase of Lands, Tenements or Hereditaments in Fee-simple, and settle, convey and assure the same when so purchased, to the Uses and for the Benefit of the said *A. M.* and such Husband as she shall so marry with such Consent as aforesaid, but not otherwise, and of the Children of her Body to be begotten in common Settlement, or in such other Manner as Counsel shall advise; any Thing herein before contained to the contrary in any wise notwithstanding. **In Witness, &c.**

An Indorsement subscribed by one of the Trustees.

THE within named *T. S.* doth hereby acknowledge to have had and received on the Day of the Date hereof, of and from the within named *T. B.* the Sum of — within mentioned to be deposited in the Hands of *C. W.* and me the hereunder subscribed *T. S.* and I the said *T. S.* do hereby promise that the same and Interest thereof shall be applied according to the several Trusts within mentioned and appointed; as Witness my Hand the Day first within written.

This Deed is a Mortgage from the Father to the Trustees named in the foregoing Settlement, whereby he, in Consideration of his Daughter's Fortune, settled by the last Deed, demises to the Trustees certain Lands for the Term of 500 Years, for securing the same with Interest.

(6.) **T**HIS Indenture Tripartite made, &c. Between *T. B.* of, &c. Esq; of the first Part, *A. M. B.* of, &c. Spinster, the only Child of the said *T. B.* of the second Part, and *C. W.* of, &c. and *T. S.* of, &c. of the third Part. **Whereas** in and by Indenture Tripartite, made between the Parties to these Presents, bearing Date, &c. (*Recital of the last preceding Settlement and the Indorsement thereon.*) **Now this Indenture** wit-

witnesseth, that they the said C. W. and T. S. in Pursuance of the said Trust in them re- A Mortgage
posed by the said recited Indenture *Tripartite*, and in Execution thereof, have (with the of Lands, &c.
Consent and Approbation as well of the said T. B. as also of the said A. M. B. signified by to the Tru-
their being Parties to, and Signing and Sealing these Presents) placed out the said Principal stees, in Con-
Sum of 1000 l. acknowledged by the said T. S. to have been received by him, to be applied sideration of
according to the Trusts in the said recited Indenture to the said T. B. upon the Security of the Daugh-
these Presents: **And this Indenture further witnesseth**, that the said T. B. for and in ter's Portion.
Consideration of the said Sum of — by the said C. W. and T. S. (*the Trustees*) or one of
them, to the said T. B. in Hand well and truly paid, at or before the Sealing and Delivery
of these Presents, the Receipt whereof, &c. **Hath** granted, bargained, sold, demised,
leased and to Farm letten, and by these Presents **Doth**, &c. unto the said C. W. and T. S.
All, &c. (*the Parcels*); **To have and to hold** the said Messuage, &c. and all and *Habendum for*
singular other the Premises herein before mentioned, and hereby granted, sold or demised, 500 Years.
or mentioned so to be, with their and every of their Appurtenances, unto the said C. W.
and T. S. and the Survivor of them, and the Executors and Administrators of such Survi-
vor, from the Day of the Date of these Presents, for and during and unto the full End and
Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without
Impeachment of or for any Manner of Waste; **Yielding and paying** therefore, during
the said Term hereby granted, unto the said T. B. his Heirs or Assigns, the Rent of one
Pepper-Corn only, upon the 24th Day of June in every Year, if the same shall be lawfully
demanded of the Persons of the said C. W. and T. S. or the Survivor of them, or the Exe-
cutors, Administrators and Assigns of such Survivor: **Provided always**, and upon this
Condition nevertheless, that if the said T. B. his Heirs, Executors, Administrators or As-
signs, or any of them, shall and do well and truly pay or cause to be paid unto the said
C. W. and T. S. or the Survivor of them, or the Executors, Administrators or Assigns of
the Survivor of them, &c. (*then goes on as in common Mortgages by Demise, to the End*;
vide Tit. *Mortgages*). **In Witness**, &c.

*Settlement by a Husband on his Wife's Brother, in Case of Failure of Issue of the
Marriage, on Condition that the Wife's Brother would procure himself to be
created a Baronet, and take upon him the Surname and Arms of D. with Power
of Revocation, &c.*

THIS Indenture, made, &c. **Between** Sir W. D. of, &c. Bart. of the one Part, (7.)
and W. P. W. of, &c. Esq; of the other Part, **Witnesseth**, That in Consideration of Considera-
the great Love and Friendship which he the said Sir W. D. hath and beareth towards the tion.
said W. P. W. being the Brother of Dame A. Wife of the said Sir W. D. and in Considera-
tion of 5 s. in Hand paid by the said W. P. W. the Receipt whereof is hereby acknow-
ledged, and for divers other good Causes and Considerations him the said Sir W. D. there-
unto especially moving, *And for the settling and conveying of all and singular his Freehold*
and Leasehold Lands, Manors, &c. to the Uses, Intents and Purposes herein after men-
tioned, and in Pursuance of the Power and Authority given or reserved to the said Sir *Recital of his*
W. D. by an Indenture *Quinquartite*, bearing Date, &c. being a Settlement made on the Power.
Marriage of the said Sir W. D. with Dame A. his Wife, or of any other Power or Powers
whatsoever any Ways vested in or belonging to the said Sir W. D. he the said Sir W. D.
Doth by these Presents, under his Hand and Seal, and attested by three or more credible *Revocation.*
Witnesses, revoke annul and make void *The Estate, Use or Remainder*, by the said Inden-
ture *Quinquartite* limited to M. G. D. Esq; and the Heirs Male of his Body; *And like-*
wise the Estate, Use and Remainder thereby limited to the said Sir W. D. and his Heirs, of
and in all and singular the Lands, Manors, &c. in the said Indenture *Quinquartite* granted
or comprised: **And** the said Sir W. D. in further Pursuance of the Power to him reserved *New Limita-*
by the said Indenture *Quinquartite*, or of all and every Power and Authority in him tion in Case of
vested, **Hath** limited, directed and appointed, and by these Presents under his Hand and no Issue.
Seal, so attested as aforesaid, **Doth** limit and appoint, that from and after the Death of
the said Sir W. D. without Heirs of his Body, and from and after the Death of the said
Dame A. D. Wife of the said Sir W. D. *As to so much of the said Premises as are Leasehold*,
that the same shall be **In Trust** for the said W. P. W. and his Heirs, during such Life or
Lives now in Being of the said Leasehold Premises, or for which the same, or any Part
thereof, shall at any Time or Times hereafter be renewed; *Subject* to all such Trusts for the
Discharging the several Rents reserved upon the said Leasehold Premises, or touching the
Renewal of the same, as in the same Indenture *Quinquartite* in that Behalf is mentioned;
And

Exception. *And as to the Premises which are Freehold and in Fee-simple, (except the Capital Messuage, called A. &c. and the Advowsons of M. and U.) from and after the Decease of the said Sir W. D. without Issue of his Body, and the Death of the said Dame A. D. his Wife,*

Term of 2000 Years, *And from and after the Expiration or other sooner Determination of a Term of 2000 Years, limited and created by Indenture bearing Date the Day next before the Day of the Date of these Presents, To the Use and Behoof of the said W. P. W. and the Heirs Male of his Body; and for want of such Issue, Remainder To the Use of the said M. G. D. and the Heirs Male of his Body; and for want of such Issue, To the Use and Behoof of the said Sir W. D. his Heirs and Assigns for ever; And as to, for and concerning the said Capital Messuage called A. &c. and the Advowsons, &c. of M. and U. from and after the Decease of the said Sir W. D. without Issue of his Body, and the Death of the said Dame A. D. his Wife, To the Use and Behoof of the said W. P. W. and the Heirs Male of his Body; and for want of such Issue, the Remainder To the Use of the said M. G. D. and the Heirs Male of his Body; and for want of such Issue, To the Use and Behoof of the said Sir W. D. his Heirs and Assigns for ever: Provided always, that the several Uses, Trusts and Estates hereby limited to the said W. P. W. and the Heirs Male of his Body, is upon special Trust and Confidence, that he the said W. P. W. shall within twelve Months after he shall come into Possession of the said Manor and Premises, by Virtue of these Presents, use his utmost Endeavours to obtain from the Crown a Patent of Baronetship to him and the Heirs Male of his Body, and take upon himself the Name and Coat of Arms of D. Provided also, that nothing herein contained, &c. (Reservation of a Power to make a Jointure on a future Wife, and to make Leases; vide Marriage Settlements.) Provided always, that it shall and may be lawful to and for the said Sir W. D. &c. (Power to revoke and declare new Uses; vide foregoing Settlements, and Tit. Revocation.) In Witness, &c.*

to the Use of himself in Fee.

Condition in Pursuance of the above Limitation.

A Settlement by a Father to his Son and the Son's Children, whereby the Father, in order to make a Provision for Payment of his own Debts, and for his Son and his Family, assigns and transfers to Trustees certain Copyhold Lands and South-Sea Stock, to the Uses therein mentioned.

(8.) **THIS Indenture Tripartite,** made, &c. **Between** R. P. of, &c. Gent. of the first Part, R. P. Son of the said R. P. of the second Part, and W. L. of, &c. and J. P. of, &c. of the third Part. **Whereas** the said R. P. the Father is and standeth possessed of or interested in a certain Piece or Parcel of Ground, situate, &c. (Recital of his being seised for a Term of Years, vide Tit. Recitals): **And whereas** the said R. P. the Father was lately possessed of, interested in and intitled unto the Sum of 1400 l. in Old South-Sea Annuity Stocks: **And whereas** the said R. P. the Father, in order to secure the Payment of such Debts as he shall happen to owe at his Death, and for the making of some Provision for the said R. P. the Son and his Children, in such Manner as herein after is mentioned, did agree to assign and transfer as well the said Premises, and all his Estate, Terns and Interest therein, as also the said South-Sea Annuity Stocks, unto the said W. L. and J. P. (the Trustees) Upon the Trusts, and subject to the several Provisoos and Agreements herein after contained; and accordingly, in Pursuance of the said Agreement, the said R. P. the Father hath before the Sealing and Delivery of these Presents transferred the said Old and New South-Sea Annuity Stocks unto the said W. L. and J. P. which they do hereby acknowledge: **Now this Indenture witnesseth,** that in further Pursuance of the said recited Agreement, and for and in Consideration of the natural Love and Affection which the said R. P. the Father hath and beareth to and for the said R. P. the Son and his Children, and for settling the said Messuage, or Tenement and Premises herein before mentioned, **Upon** the Trust, &c. and also for and in Consideration of the Sum of 5 s. of, &c. by the said W. L. and J. P. to the said R. P. the Father in Hand paid, at and before the Sealing and Delivery of these Presents, the Receipt, &c. he the said R. P. the Father hath bargained, sold, assigned and transferred, and by these Presents **Doth,** &c. unto the said W. L. and J. P. their Executors, Administrators and Assigns, **All** that the said Piece, &c. (Vide Tit. Parcels); **To have and to hold** the said Premises, with their and every of their Appurtenances, unto the said W. L. and J. P. their Executors, &c. upon the Trusts, and to and for the Intents and Purposes herein after mentioned and declared: **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that as well the said Sum of 1400 l. Old and New South-Sea Annuity Stocks so transferred by the said R. P. the Father to the said W. L. and J. P. as afore said, as also the said Piece, &c. were and are

Another Recital.

Provision for Payment of Debts, and for the Son and his Children.

Transfer of South-Sea Stock to Trustees.

Consideration.

Habendum to Trustees.

Declaration of the Trusts.

are so assigned and transferred respectively, upon the Trusts, and to and for the Intents and Purposes, and subject to the Provisoes and Agreements herein after mentioned and declared, (that is to say) **Upon Trust** that they the said *W. L.* and *J. P.* and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall permit and suffer the said *R. P.* the Father, and his Assigns, to receive and take to his and their own Use and Uses, all the Rents, Profits, Interest and Dividends of the said Trust-Estate, &c. (Vide **Declarations of Trust**): **Provided always**, and it is hereby declared and agreed by and between all the said Parties hereto, that in Case the said *R. P.* the Grandfather shall at any Time or Times during his Life have Occasion for or be minded to raise any Sum or Sums of Money, &c. **Provided also**, and it is hereby further declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *W. L.* and *J. P.* and the Survivors and Survivor of them, and the Executors, &c. of such Survivor, at any Time or Times during the Life of the said *R. P.* the Grandfather, by any Deed or Deeds indented, wherein the said *R. P.* the Grandfather shall join and consent thereto, to demise or lease, &c. (as in the preceding Settlements): **Provided also**, and it is hereby further declared and agreed by and between all the said Parties hereto, that it shall and may be lawful to and for the said Trustees, by and with the joint Consent and Direction of the said *R. P.* the Grandfather, and *R. P.* his Son, during their joint Lives, and afterwards with the Consent of the Survivor of them, to call in, alter, &c. (Vide Tit. **Revocation**). And it is hereby further declared and agreed by and between all the said Parties to these Presents, that they the said *W. L.* and *J. P.* their Executors, &c. shall in the first Place be reimbursed, &c. (Vide **Trustees to be reimbursed**, as in first Settlement before Marriage). **In Witness**, &c.

Power for the Father by Sale or Mortgage to raise a Sum of Money.

Power of leasing.

Settlement by Lease and Release, from a Father to Trustees, in Trust for his Son and Grandchildren, for raising Portions and Maintenances for younger Children, and for Payment of his own Debts, &c.

THIS Indenture Quadripartite, made, &c. **Between** *J. C.* of &c. Esq; of the first Part, *A.* and *B.* of, &c. of the second Part, *Sir T. S. S.* of, &c. Bart. and *Sir H. H. K.* of, &c. Bart. of the third Part, and *Sir J. N.* of, &c. Bart. and *H. H.* of, &c. Esq; of the fourth Part, **Witnesseth**, That for and in Consideration of the natural Love and Affection which the said *J. C. sen.* hath and beareth to and for *J. C. jun.* his Son, and also to and for the Rest of the Children of him the said *J. C. sen.* and for the Conveying, Settling and Assuring the Manors, Messuages, Lands, Tenements and Hereditaments herein after mentioned, in the Name, Blood and Family of him the said *J. C. sen.* and for and in Consideration of the Sum of 5*s.* a-piece of lawful British Money, now in Hand paid to the said *J. C. sen.* by the said *Sir T. S. S.* and *Sir H. H. K.* (the Trustees) the Receipt whereof is hereby acknowledged, and for divers other good Causes and valuable Considerations him the said *J. C. sen.* thereunto moving, he the said *J. C. sen.* hath granted, bargained, sold, released and confirmed, and by these Presents **Doth**, &c. unto the said *Sir T. S. S.* and *Sir H. H. K.* (in their actual Possession now being, &c.) and to their Heirs and Assigns, **All** that Capital Messuage or Mansion-house, &c. (the Parcels); and the Reversion and Reversions, &c. and all the Estate, &c. **To have and to hold** the said Manor, &c. with their and every of their Rights, Members and Appurtenances, unto the said *Sir T. S. S.* and *Sir H. H. K.* their Heirs and Assigns, to and for the several and respective Uses, upon the Trusts, and subject to and under the several Provisoes, Powers and Agreements herein after mentioned, expressed and declared of and concerning the same, that is to say, **To the Use** and Behoof of the said *J. C. sen.* for and during the Term of his natural Life, without Impeachment of Waste; and from and immediately after the Decease of the said *J. C. sen.* **To the Use** and Behoof of (the Trustees), their Executors, Administrators and Assigns, for and during the Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of Waste; nevertheless upon the Trusts, and to and for the Intents and Purposes herein after mentioned and declared of and concerning the same Term; and from and after the Expiration or other sooner Determination of the same Term, and in the mean Time subject thereunto, and to the Trusts thereof, **To the Use** and Behoof of *J. C. jun.* eldest Son and Heir apparent of the said *J. C. sen.* and his Assigns, for and during the Term of 99 Years, if he the said *J. C. jun.* shall so long live, without Impeachment of Waste; and from and immediately after the Determination of that Estate, **To the Use** and Behoof of the said *Sir T. S. S.* and *Sir H. H. K.* and their Heirs, during the Life of the said *J. C. jun.* **In Trust** to support the contingent Remainders, &c. (Vide Tit. **Limitations of Uses and Trusts**,

(9.)

Consideration of natural Love and Affection.

Recital of the Lease for a Year.

Habendum to Trustees.

To the Father for Life;

Remainder to Trustees for 500 Years;

Remainder to the eldest Son,

To the
Daughter for
99 Years;
Remainder to
Trustees.

To the
Daughter's
Heirs, as in
Limitation of
Uses and
Trusts.

The Sons of
the Daughter
to take the
Grandfather's
Surname.

Remainder to
the Grand-
father in Fee.

Trust of the
500 Years
Term to pay
Debts, &c.

Trustees by
leasing or
mortgaging,
or by Sale of
Timber, to
raise 5000 l.
towards Pay-
ment of Debts
and Legacies.

Power to
make Join-
tures.

to Sons and Daughters, p. 284.) **To the Use** and Behoof of the said *M. C.* Daughter of the said *J. C. sen.* for and during the Term of 99 Years, if she shall so long live, without Impeachment of Waste; and from and after the Determination of that Estate, **To the Use** and Behoof of the said (*the Trustees*) and their Heirs, during the Life of the said *M. C.* **In Trust** to preserve the contingent Estates, &c. (*as before*), and also **In Trust** to preserve the said Premises, as long as may be, in the Name and Family of the said *J. C. sen.* yet nevertheless to permit and suffer the said *M. C.* to receive and take the Rents, Issues and Profits thereof, to her own proper Use and Benefit, for and during the Term of her natural Life; and from and immediately after her Decease, **To the Use** and Behoof of the first and every other Son and Sons of the said *M. C.* lawfully begotten or to be begotten successively, according to their Priority of Age, &c. **So as** such Son and Sons, and the Heirs Male of their respective Bodies, shall within three Months next after the Time that he or they shall become intitled to the said Premises, by Virtue of these Presents, take upon themselves and retain the Surname of *C.* and in Default of such Issue Male, or if there be such Issue Male, then in Default of his or their taking and retaining the Surname of *C.* within such Time as aforesaid, **To the Use** and Behoof of the said *J. C. sen.* his Heirs and Assigns for ever, and to or for no other Use, Trust, Intent or Purpose whatsoever; and as for and concerning the said Term of 500 Years, it is hereby agreed and declared by and between the said Parties to these Presents, that the same Term and Estate is so herein before limited unto the said — their Executors, Administrators and Assigns, **Upon Trust** and Confidence, that in Case the Personal Estate of the said *J. C. sen.* together with such Lands, Tenements or Hereditaments of the said *J. C. sen.* which he shall by his Will, or otherwise, subject and make liable to the Payment of his Debts, (which shall be due and owing from him the said *J. C. sen.* at the Time of his Decease) shall prove deficient for the Raising and Payment of such Debts, and also of such Legacies which he the said *J. C. sen.* shall by his last Will and Testament, or any Codicil to be thereunto annexed, give and bequeath, **Then** and in such Case they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, do and shall, as soon as conveniently may be after the Decease of the said *J. C. sen.* by and out of the Rents, Issues and Profits of the said Manors, Messuages, &c. comprised in the said Term of 500 Years, or by leasing or mortgaging thereof, or of a competent Part thereof, for all or any Part of the same Term, or by Sale of Timber, or by all or any the Ways and Means aforesaid, raise and levy any Sum or Sums of Money not exceeding in the Whole the Sum of 5000 l. to be by them the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, applied and disposed of for and towards the Payment and Satisfaction of such of the said Debts and Legacies of the said *J. C. sen.* as his said Personal Estate, together with such Lands, Tenements or Hereditaments, as he shall by his Will or Codicil as aforesaid make liable to the Payment thereof, shall prove deficient to answer and pay; and in the mean Time, and until such Deficiency, if any shall be made appear, and after the said Debts and Legacies shall be fully paid and satisfied, and the Trustees Charges paid and discharged, the Rents, Issues and Profits of the said Lands, &c. comprised in the said Term of 500 Years, shall be had and received by such Person or Persons respectively to whom the next and immediate Reversion and Remainder of the said Premises, expectant upon the Determination of the said Term of 500 Years, shall for the Time being belong or appertain; and as for and concerning the said Term of 600 Years herein before limited, &c. (*Uses of the 600 Years Term for raising younger Childrens Portions, as in first Settlement before Marriage*): **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, and the true Intent and Meaning hereof is, that in Case at the Time of the Death of the said *J. C. jun.* there shall be no such Child or Children living or born after his Death who shall be intitled to any such Portion, &c. (*Vide Tit. Provisoes, and Limitations of Uses*): **Provided also**, and it is hereby agreed and declared to be the true Intent and Meaning of these Presents and the Parties hereunto, that it shall and may be lawful to and for the said *J. C. sen.* and also for the said *J. C. jun.* *R. C.* and *G. C.* respectively, as and when they shall respectively be in the actual Possession of the said Manors, Lands, Hereditaments and Premises, by Virtue of the Limitations aforesaid, by any Deed or Deeds, Writing or Writings, &c. (*Vide preceding Settlement*): **Provided lastly**, and it is hereby declared and agreed by and between the said Parties to these Presents, to be the true Intent and Meaning of them and of these Presents, that it shall and may be lawful to and for the said *J. C. sen.* at any Time or Times hereafter during his Life, by any Deed or Deeds, Writing or Writings, &c. (*Vide Power of Revocation*). **In Witness, &c.**

A Settlement whereby Sir T. R. conveys certain Manors, &c. to Trustees in Trust for his married Daughter, and after her Decease in Trust for a younger Son of the said Daughter to whom she should give the Precedency by her Will, or otherwise such younger Son to take on him the Name of R. otherwise the Trust to be void.

THIS Indenture made, &c. **Between** Sir T. R. of S. &c. Knight, and Dame M. (10.)
 his Wife of the one Part, and M. S. of E. &c. Widow and Relict of A. S. late of
 E. &c. Esq; deceased, and J. T. of, &c. Esq; of the other Part, **Witnesseth**, that for and **Confidera-**
 in Consideration of the Sum of 10 s. of, &c. to the said Sir T. R. in Hand paid by the **tions.**
 said M. S. and J. T. at or before the Sealing and Delivery of these Presents, the Receipt
 whereof is hereby acknowledged, and for selling and assuring the Manors, Messuages, &c.
 herein after mentioned and intended to be hereby conveyed and settled to the Uses, upon
 the Trusts, and under and subject to the Provisoos and Agreements herein after limited,
 declared and expressed of and concerning the same, **Be** the said Sir T. R. **hath granted,**
 released and confirmed, and by these Presents **Doth**, &c. unto the said M. S. and J. T. in
 their actual Possession, &c. and to their Heirs, **All that** the Manor or Lordship, &c.
 (Vide Tit. **Parcels**.) **To have and to hold** the said Manors, &c. and all and singular the **Habendum to**
 Premises herein before mentioned and intended to be hereby conveyed with their and **Trustees.**
 every of their Appurtenances unto the said M. S. and J. T. *(the Trustees)* and their
 Heirs, **To the Uses**, upon the Trusts, and subject to the Provisoos herein after li- **Uses.**
 mited, declared and expressed, (that is to say) **To the Use** of the said Sir T. R. and the
 Heirs Male of his Body; and for Default of such Issue, **To the Use** of the said Dame M.
 R. M. S. and J. T. and their Heirs, upon the Trust herein after declared, that is to say, **In** **In Trust for**
Trust during the Life of C. E. (Daughter of the said Sir T. R. by the said D. M. his **a married**
 Wife) and Wife of J. K. E. of, &c. Esq; to permit the Rents and Profits of all and sin- **Daughter.**
 gular the said Premises to be received by such Person and Persons only, and for such Uses,
 Intents and Purposes only, as she the said C. E. shall, notwithstanding her Coverture by or **The Daugh-**
 with the said J. K. E. her present Husband, or any after-taken Husband, direct or ap- **ter, notwith-**
 point, and so as the same Rents and Profits may not be any way subject to the Control, **standing her**
 Forfeiture, Incumbrance or Disposal of her said present Husband, or any after-taken **Coverture,**
 Husband: **Provided** that the Receipt in Writing under the Hand of the said C. **might appoint**
 shall be a sufficient Discharge for so much of the said Rents and Profits that shall become **a Receiver.**
 due during her Life as she shall think fit to receive by her own proper Hands; and from
 and after the Decease of the said C. **In Trust** for such younger Son or younger Sons of **In Trust for**
 her Body lawfully begotten, or to be begotten by her said present Husband, or any after- **a younger Son**
 taken Husband and the Heirs Male of the Body and Bodies of such younger Son or younger **or Sons of the**
 Sons, and in such Priority and Precedency, and in such Manner as she the said C. shall, by **said Daughter**
 any Writing under her Hand, and attested by two or more credible Witnesses, whether **in Tail Male,**
 Covert or Sole, direct or appoint, either with or without Power of Revocation of such Di- **in such Pre-**
 rection or Appointment, and of making a new Direction or Appointment, so that she **cedency as the**
 may give Preference to such of her younger Sons as she shall find most dutiful and de- **Daughter**
 serving; **And** in Default of such Direction or Appointment, then **In Trust** for all and **should by**
 every the younger Son and younger Sons of the Body of the said C. by her said present **Writing ap-**
 Husband, or any after-taken Husband lawfully begotten, or to be begotten, severally and **point.**
 successively as they shall be in Seniority of Age and Priority of Birth; and **In Trust** for **The younger**
 the Heirs Male of the respective Body and Bodies of such younger Son and younger Sons **Sons to take**
 issuing; the elder of such younger Sons for the Time being, and the Heirs Male of his **by Seniority.**
 Body, being always preferred to take before the younger of such Son or Sons, and the Heirs
 Male of his or their Body or Bodies issuing; and in Default of such younger Sons and the **If no younger**
 Heirs Male of their Bodies issuing, **Then in Trust** for the eldest or only Son of the said Sons, to the **Sons, to the**
 C. lawfully begotten or to be begotten, and the Heirs Male of his Body issuing; and for **eldest.**
 Default of such Issue, **In Trust** for all and every the Daughter and Daughters of the Body **If no Sons,**
 of the said C. by her said present Husband or any after-taken Husband lawfully begotten, or to **to the Daugh-**
 be begotten, as Tenants in Common and not as Joint-Tenants, &c. **In Trust** for the Right **ters in like**
 Heirs of the said Sir T. R. for ever: **Provided** that if after the Death of the said C. any of **Manner.**
 her younger Sons shall become an eldest Son, and by the Death of an elder Brother without **Remainder to**
 Issue Male become the Male Heir of the Body of the said C. then and as often as such **the right**
 Case shall so happen after the Death of the said C. the Trust for every such younger Son so **Heirs of Sir**
 becoming **T. R. in Fee.**

becoming such Heir Male, and for the Heirs Male of the Body of every such younger Son, shall become void; and the Trust of the said Premises shall go and remain over as if such younger Son so becoming such Heir Male was dead without Issue Male: **Provided** that such younger Son and the Heirs Male of his Body shall and may be intitled to the Trust of the said Premises upon the Death of all the other younger Sons and the Failure of Heirs Male of their respective Bodies: **Provided always**, and it is declared, that the said Trust for the younger Son and the younger Sons of the said C. and the Heirs Male of his and their Body and Bodies issuing, are upon this Condition, That such younger Son and younger Sons and the Heirs Male of his and their respective Body and Bodies issuing, shall and do, after they shall attain their respective Ages of 21 Years, and be intitled to the Proportion of the Rents and Profits of the said Premises, take upon themselves and continue the Surname of R. and that if any of them shall neglect or refuse so to do, then the Trust or Trusts hereby limited for him or them so neglecting or refusing, and for the Heirs Male of his or their Body or Bodies issuing, shall be void and of none Effect, in such and the like Manner; and the Trusts of the said Premises shall remain over, and in the like Manner, as if such Person or Persons so neglecting or refusing was or were dead without Issue Male: **Provided also**, and it is declared and agreed, that the Trust herein before limited and declared to and for the eldest or only Son of the said C. and the Heirs Male of his Body, is upon this Condition, That if such eldest or only Son and the Heirs Male of his Body, when he or they shall be intitled by Virtue of the said Trust to take the Rents, Issues and Profits of the said Premises, shall not take the Surname of R. added to his or their own Surname, and continue to use the same Surname of R. added to his or their own Surname, for him or them that shall neglect or refuse so to do, shall cease and be void in such Manner, and the said Premises shall remain and go over in such Manner as if such Person so neglecting or refusing was dead without Issue Male: **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir T. R. from Time to Time, and at all Times when he shall think fit, by any Deed or Deeds indented under his Hand and Seal to demise, lease or grant all or any Part or Parts of the said Manors or Lordships, Messuages, Cottages, Lands, Tenements, Hereditaments and Premises unto any Person or Persons, for one, two, three or more Life or Lives, or for any Term or Number of Years, and at or under such Rent or Rents, and with and under such Covenants, Conditions and Agreements, as he the said Sir T. R. shall think fit: **Provided also**, and it is hereby declared and agreed by and between all the said Parties, &c. (*Power for the Person in Possession to make Leases. Vide last Settlement*): **Provided**, and it is hereby agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir T. R. from Time to Time, by any Deed or Deeds under his Hand and Seal, and sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing, testified by, &c. (*Power of Revocation and appointing new Uses. Vide Tit. Provisoes*). **In Witness, &c.**

A Settlement made by a Widow on herself and her Children, of an Estate descended from her Ancestors, on Condition of taking their Grandmother's Maiden Surname, and the Arms of the Family from whom the Estate descended, else the Limitation hereby made to be void.

(II.) **THIS** Indenture Quadripartite, &c. Between E. G. Widow and Relict of J. G. late of, &c. Esq; deceased, and only Daughter and Heir of T. R. late of, &c. Esq; deceased, of the first Part, T. G. Esq; and J. G. Gent. only Children of the said E. G. by the said J. G. deceased, of the second Part, Sir T. H. of, &c. Bart. and Sir H. B. of, &c. Bart. of the third Part, and R. W. of, &c. of the fourth Part, **Witnesseth**, that for settling and assuring the Manors, Lands, Tenements and Hereditaments herein after mentioned to be granted, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoes, Limitations and Agreements herein after limited, declared and expressed, and for and in Consideration of the Sum of 10*s.* of, &c. to the said E. G. in Hand paid by the said Sir T. H. at and before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, &c. she the said E. G. hath granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** fully, clearly and absolutely grant, &c. unto the said Sir T. H. (*one of the Trustees*) (in his actual Possession now being, &c.) and to his Heirs, all those the Manors, &c. which were formerly the Inheritance of A. R. Father of the said T. R. and

Recital of the
Lease for a
Year,

and Grandfather of the said *E. G.* and which descended or otherwise came to the said *E. G.* situate, &c. or elsewhere in the said County of *S.* and the Reversion, &c. and all the Estate, &c. of the said *E. G.* in and to the same; **To have and to hold** the said Manor, &c. hereby granted or intended so to be, with their and every of their Rights, Royalties, Members and Appurtenances, unto the said Sir *T. H.* his Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoes, Limitations and Agreements herein after mentioned, described and expressed, (that is to say,) **To the Use** and Behoof of the said *E. G.* and her Assigns, during such Time as she shall continue sole and unmarried, without Impeachment of Waste, and immediately after the said *E. G.* shall marry, **To the Use**, Intent and Purpose that the said *T. G.* and *J. G.* Parties to these Presents, Sons of the said *E. G.* shall and may have and receive, during the Life of the said *E. G.* their Mother, the annual Sums following, viz. the said *T. G.* the annual Sum of 200*l.* and the said *J. G.* the annual Sum of 100*l.* the said annual Sums of 200*l.* and 100*l.* to be respectively issuing out of, and charged and chargeable upon all the Manor, &c. hereby granted or intended so to be, and to be payable and paid to the said *T. G.* and *J. G.* Parties, &c. viz. 200*l.* per Annum, to the said *T. G.* and 100*l.* per Annum to the said *J. G.* at Michaelmas and Lady-Day, by equal half-yearly Payments, without any Deduction or Abatement, for or by Reason of any Taxes, Parliamentary or others; the first Payment to begin and be made to them respectively at such of the said Feasts as shall next happen after the Marriage of the said *E. G.* And if it shall happen the said annual Sums or yearly Rent-Charges of 200*l.* or 100*l.* or either of them, or any Part of them, or either of them, to be behind and unpaid by the Space of thirty Days after any of the Feasts, &c. (Power of Entry, &c.) and charged and chargeable with the said annual Sums of 200*l.* and 100*l.* **To the Use** and Behoof of the said *E. G.* and her Assigns, for and during the Term of her natural Life; and from and after her Decease, then as for, touching and concerning all that the said Farm of *M.* in *P.* now in the Occupation of *A. J.* and all that Farm called *L.* now in the Possession of *W. M.* and all that, &c. being all Part of the above granted Premises, **To the Use** and Behoof of the said Sir *T. H.* and Sir *H. B.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 100 Years, fully to be compleat and ended, without Impeachment of Waste on the Trusts herein after mentioned and declared; and from and after the End, Expiration or other sooner Determination of the said Term of 100 Years, then as for and concerning the Reversion and Inheritance of the said Farms called *M. L.* &c. and as for and concerning the said Manors of *M. L.* and all other the Manors, Lands, &c. hereby granted, as the respective Uses herein before limited shall respectively end and determine, **To the Use** and Behoof of the said *T. G.* (the eldest Son) for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, **To the Use** of the said *R. W.* (one of the Trustees) and his Heirs, during the natural Life of the said *T. G.* upon Trust to preserve the contingent Uses herein after limited; but yet so as to permit the said *T. G.* &c. (Power reserved to the Son to receive the Rents, as in the 1st Marriage Settlement.) **To the Use** and Behoof of the first Son of the Body of the said *T. G.* &c. (Vide Limitations of Uses and Trusts, p. 284.) and for want of such Issue, **To the Use** of the said Sir *T. H.* and Sir *H. B.* their Executors, Administrators and Assigns, for the Term of 200 Years, without Impeachment of Waste, on the Trusts herein after declared; and after the End, Expiration, or other sooner Determination of the said Term of 200 Years, **To the Use** and Behoof of the said *J. G.* (the second Son) and his Assigns, during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said *R. W.* and his Heirs [as before for *T. G.* to the End of the Uses,] and for Want of such Issue Male, **To the Use** of all and every the Daughters, &c. (Vide Limitations of Uses and Trusts to Daughters) and for want of such Issue, **To the Use** and Behoof of the said *E. G.* her Heirs and Assigns for ever: **Provided always**, and these Presents are upon this Condition, that if the said *T. G.* and his Sons, and the said *J. G.* and his Sons, shall not, within one Year after they shall respectively come into the actual Possession of the said Manors and Premises, by Virtue of the Limitations aforesaid, take upon him and themselves the Name of *W.* and use the Arms of the *W.*'s Family, and stile and write him and themselves by the Surname of *W.* then the Use hereby limited to the Party so refusing or neglecting to take the Surname and use the Arms of *W.* aforesaid, shall cease and be void, and the said Estate shall go over to the Male in Remainder; any Thing herein contained to the contrary thereof notwithstanding: **Provided also**, that it shall and may be lawful to and for the said *E. G.* during her Widowhood, and to and for the said *T. G.* and *J. G.* Parties, &c. as and when they shall respectively be in the actual Possession of the said Premises, by Virtue of the Limitations aforesaid, to make any Lease, &c. (Vide Power

Habendum to one Trustee.

To the Widow during her Widowhood.

Remainder to the two Sons for securing two Annuities clear of Deductions.

Distress, as in the first Marriage Settlement.

To the Use of the Mother for Life, subject to the two Annuities.

Remainder to Trustees for 100 Years sans Waste.

To the eldest Son for Life, sans Waste.

To Trustees for 200 Years.

To the second Son for Life.

To the Use of the Daughters.

Remainder to the Mother in Fee.

The Sons when in Possession to take the Name of *W.* else the Limitation to be void.

The Use of
the 100 Years
Term,

to raise
3000 l. for
the younger
Son, to be in
Satisfaction of
3000 l. given
him by his
Father's Will.

Provision for
the eldest
Son's Daugh-
ters in De-
fault of Issue
Male.

to make Leases in the first Settlement before Marriage): **Provided** also, that it shall and may be lawful to and for the said T. G. and J. G. &c. (Power for the Sons to make Joins-
tures; vide **Marriage Settlements**); And as for, touching and concerning the said Term of 100 Years before limited to the said Sir T. H. and Sir H. B. their Heirs, Execu-
tors, Administrators and Assigns, the same is limited to them upon Trust, that they and the Survivor of them, and the Executors and Administrators of such Survivor, shall, after the Death of the said E. G. and not before, if the said T. G. or any Issue Male of his Body, shall be then living, by and out of the Rents, Issues and Profits of the said Premises, by Mortgage or Sale of a competent Part of the said Manors and Premises comprised in the said Term of 100 Years, levy and raise the Sum of 3000 l. and pay the same to the said J. G. at his Age of 21 Years, with Interest for the same, after the Death of the said E. G. till Payment; the Interest to be paid Half-yearly at *Lady-Day* and *Michaelmas*; the first Payment to be made on such of the said Feasts as shall next happen after the Death of the said E. G. and after Payment of the said 3000 l. and Interest, or if the said J. G. shall die without Issue Male, living his Mother, then the said Term of 100 Years to cease: And it is hereby declared, that the said Sum of 3000 l. hereby provided for the said J. G. is in full Satisfaction of 3000 l. given him by his Father's Will, and charged on the Real Estate, but of no other Sum given him by the said Will; And as for, touching and concerning the said Term of 200 Years, herein before limited to the said Sir T. H. and Sir H. B. their Executors, Administrators and Assigns, the same is so limited to them on the Trusts herein after expressed, (that is to say) **In Case** the said T. G. Party, &c. shall die without Issue Male, or there being such Issue Male, all of them shall die without Issue Male under the Age of 21 Years, and the said T. G. shall have one or more Daughter or Daughters, (Vide *Provision for Daughters, in Marriage Settlements*): **Provided** lastly, that it shall and may be lawful to and for the said E. G. &c. (Vide *Powers of Revocation, and Limitation of new Uses*). **In Witness, &c.**

IV. Settlements to charitable and pious (a) Uses.

A Settlement reciting an Information in the Name of the Attorney General, to have been exhibited in the High Court of Chancery, for proper Directions given, relating to a Charity given by Will, for the Endowment of a Charity School. The Lord Chancellor's Decree, the Master's Reports, and the Settlement made in Obedience thereto; which impowers the Trustees, when reduced to three, to make Conveyances to ten more, in Order to preserve a perpetual Succession, with other Orders and Powers, &c.

- (1.) **THIS** Indenture Quinquepartite made, &c. Between G. F. of, &c. Esq; of the first Part, G. W. of, &c. Gent. and P. W. of, &c. (Son and Heir of B. W. deceased, late Wife of the said G. W.) J. L. of, &c. (Son and Heir of A. L. and A. his Wife, both deceased,) and J. D. of, &c. (Son and Heir of J. D. and A. his Wife, both also deceased,) which said R. W. A. L. and A. D. were the three Daughters and Coheiresses of A. S. late of, &c. of the second Part, J. R. of, &c. Merchant, (Executor of the last Will and Testament of J. R. of, &c. his late Uncle deceased) of the third Part, the Reverend — Rector of, &c. A. B. of, &c. and T. C. of the same Place, (Churchwardens of the Parish of S.) J. B. R. S. and S. B. of the same Parish, (Overseers of the Poor of the said Parish of S.) of the fourth Part, and the aforesaid J. R. (Party hereto) J. L. of S. aforesaid, Esq; J. R. Gent. C. R. Gent. R. C. R. C. W. C. J. C. the aforesaid T. C. and N. W. (all of the said Parish of S. and the ten Trustees appointed for the Charity herein after mentioned) of the fifth Part. **Whereas** the said J. R. deceased, by his last Will and Testament in Writing duly executed, bearing Date, &c. did thereby (*inter alia*) give the Sum of 1200 l. to be laid out in Lands, by the Advice of the Rector, Churchwardens and Overseers of the Poor, for the Time being, of the said Parish of S. the Income or Produce thereof to be always applied to the Erecting and Maintenance of a Free-School.

(a) Note; By Stat. 9 Geo. 2. c. 36. After the 24th of June 1736. No Manors, Lands, Tenements, Rents, Advowsons, &c. nor any Sum or Sums of Money, Goods, Chattels, Stocks, &c. shall be given, granted, &c. for the Benefit of any charitable Uses, unless by Deed indented before two credible Witnesses twelve Months before the Death of the Donor, and be inrolled in Chancery within six Months after the Execution thereof, (*which Deed the Donor has no Power to revoke*). Gifts, &c. made otherwise than directed by this Act, to be absolutely void. This Act not to prejudice the two Universities, or the Colleges of Eton, Winchester or Westminster; nor to extend to Scotland.

Free-School in the said Parish, for teaching Boys to read, write and cast Accompts; the Putting in a Master, or Turning him out, to be ever in the Power of the Rector, Churchwardens and Overseers of the Poor, for the Time being, or the major Part of them, and the Lands to be settled in such Manner as Counsel should advise; and after giving several other Legacies, he the Testator of his said Will made the said J. R. his Nephew (*Party hereto*) Executor and Residuary Legatee, who hath since duly proved the same: **And** *As to the Information in the Name of the Attorney General.* **whereas** the Rector, Churchwardens and Overseers of the Poor of the said Parish of S. *Did* cause an Information to be exhibited in the High Court of Chancery, in the Name of Sir P. Y. Knt. his Majesty's Attorney General, against the said J. R. (*Party hereto*) *In order* to have the Defects in the said Will supplied, and proper Directions given by the said Court, relating to the said Charity, and for Payment of the said 1200*l.* and the Matters touching the same coming to be heard before the Lord High Chancellor of G. B. *His Lordship did then Order and Decree*, That the said Sum of 1200*l.* should be laid out in a Purchase or Purchases of Lands in Fee-simple, by the Advice of the Rector, Churchwardens and Overseers of, &c. for the Time being, or the major Part of them, and with the Approbation of Mr. B. one of the Masters of the said Court; and when the said Master should have approved of such Purchase or Purchases, **Then it** was ordered and decreed, That the said J. R. the Defendant in the said Cause, should pay the Purchase Monies to the Vendor or Vendors of such Lands as the said Master should direct; *And the said Master* was to approve of a sufficient Number of proper Trustees, to whom such Conveyance or Conveyances should be made, and to take Care that there might be a Clause in the said Conveyance or Conveyances, that when the said Trustees should be reduced to the Number of three, that then the Survivor should make a new Conveyance to fill up the Number of the Trustees, with such Persons as the Rector, Churchwardens and Overseers of the Poor of the said Parish for the Time being, or the major Part of them, should appoint: **And whereas** the said Master by his Report dated, &c. therein reciting, that R. T. Clerk, late Rector of S. the said R. C. J. C. and T. C. Churchwardens and Overseers of the same Parish, having contracted and agreed with the said G. F. for the absolute Purchase of the Fee-simple or Inheritance of the Toft or Plot of Ground herein after mentioned, at and for the Sum of 12*l.* 12*s.* *And also reciting*, that by certain Articles dated, &c. they the said Rector, Churchwardens and Overseers, having likewise contracted and agreed with the said G. W. P. W. J. L. and J. D. for the absolute Purchase of the Fee-simple or Inheritance of the Messuages or Tenements, Lands and Hereditaments herein after also mentioned, at and for the Sum of 1120*l.* (amounting together to the Sum of 1132*l.* 12*s.*) hath allowed and approved of the said respective Contracts or Agreements for the Purchase or Purchases of the said several Estates as aforesaid; *And also* the said Master by his Report *Hath approved* of the said J. R. (*Party hereto*) J. L. &c. (*the ten Trustees above named*) to be a sufficient Number of proper Trustees, to whom this Conveyance of the said several Estates so agreed to be purchased as aforesaid is to be made, and hath thereby directed, that the Clause or Power herein after inserted, that when the Number of the said Trustees should be reduced to the Number of three, that then such three Survivors should, as often and whenever so reduced to three, make a new Conveyance of the Premises, to fill up the like Number of ten Trustees with such Persons, as the Rector, Churchwardens and Overseers of the said Parish of S. for the Time Being, or the major Part of them, shall direct or appoint: **And whereas** the said Master hath likewise by another Report dated, &c. approved of the several Titles of the respective Estates so agreed to be purchased as aforesaid, and by another Report certified, that he has settled and approved of the Conveyance hereby intended to be made of the same Premises, and hath likewise directed the said J. R. (*Party hereto*) to pay to the said G. F. the said Sum of 12*l.* 12*s.* his Purchase Monies, and to the said G. W. &c. the said Sum of 1120*l.* their Purchase Monies, (making together the said Sum of 1132*l.* 12*s.* which Sum is Part of the said Sum of 1200*l.* by the said Will so devised for the Charity as aforesaid) as in and by the said in Part recited Will, Decree, and several Reports duly filed on Record, Relation, &c. **Now this Indenture witnesseth**, that in Obedience to the said recited Decree, and in Pursuance of the said Master's Direction and Approbation, and in Consideration of the said Sum of 12*l.* 12*s.* of lawful Money of Great Britain to the said G. F. in Hand well and truly paid by the said J. R. (*Party hereto*) at or before the Executing of these Presents, the Receipt whereof he the said G. F. doth hereby acknowledge, and thereof and of every Part thereof doth acquit, release, exonerate and for ever discharge the said J. R. (*Party hereto*) his Heirs, Executors and Administrators, by these Presents; and also for and in Consideration of the Sum of 10*s.* of like lawful Money by them the said J. R. (*Party hereto*) J. L. &c. (*the Trustees*) to the said G. F. also now paid, the Receipt whereof is by him hereby likewise

The decretal Order.

The Trustees when reduced to three to make a new Conveyance.

As to the Master's second Report for approving of Title to the several Estates, &c.

First Consideration as to Mr. F.'s Conveyance.

Second Consideration, being the Conveyance from Mr. W. & al^s to the Trustees.

Declaration of the Trust of both Purchases.

The Rector, &c. to receive the Rents.

Power for three surviving Trustees to convey to others, &c. The Trustees, with Consent of the Rector, &c. to elect and displace a School-Master for Neglect, &c.

wife acknowledged, he the said G. F. (by and with the Consent, Direction and Appointment of the said — Rector of the said Parish of S.) A. B. &c. Overseers of the Poor of the same Parish, (testified by their being Parties to and Executing of these Presents) **Doth** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** freely, clearly and absolutely grant, &c. unto the said J. R. (Party hereto) J. L. &c. (in their actual Possession, &c.) and to their Heirs and Assigns, **All** that the before mentioned Toft, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Toft or Plot of Ground, and all and singular, &c. unto the said J. R. (Party hereto) J. L. &c. their Heirs and Assigns, *To and for* the only Use and Behoof of them the said Trustees, their Heirs and Assigns for ever, to be holden of the High and Chief Lord or Lords of the Fee of the same Premises, by the Rents and Services therefore due and of Right accustomed; *In Trust* nevertheless, and to, for and upon, &c. **And this Indenture further witnesseth**, that in further Obedience to the said recited Decree, and also in further Pursuance of the said Master's Approbation and Direction, and also in Consideration of the said Sum of 1120*l.* of, &c. to them the said G. W. P. W. &c. some or one of them, in Hand well and truly paid by the said J. R. (Party hereto) at or before the Sealing and Delivery of these Presents, the Receipt, &c. and also for and in Consideration of the Sum of 10*s.* of, &c. to them the said G. W. &c. the Receipt, &c. they the said G. W. &c. (by and with the like Consent, Direction and Appointment of the said Rector, Church-wardens and Overseers, &c. **Have**, and each of them **Doth** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Do**, and each and every of them **Doth** freely, clearly and absolutely grant, &c. unto them the said J. R. (Party hereto) J. L. &c. (the Trustees) in their actual Possession, &c. by Virtue of a Bargain and Sale to them thereof made by them the said G. W. P. W. J. L. and J. D. for one whole Year, for the Consideration of the Sum of 5*s.* by the said Indenture bearing Date the Day next before the Day of the Date of these Presents, and executed before the Executing of these Presents as aforesaid, and by Force of the Statute made for Transferring of Uses into Possession, and to their Heirs and Assigns, all those Messuages, &c. and the Reversion, &c. and also all the Estate, &c. **To have and to hold** the said Messuages or Tenements, and all and singular, &c. (as the last Estate); **Upon this special Trust**, that they the said J. R. (Party hereto) J. L. &c. and the Survivors of them, and such other Persons to whom any Conveyances of the said Premises shall at any Time hereafter be made by Virtue of the Trusts herein after mentioned, shall and do permit and suffer the Rector, Church-wardens and Overseers of the Poor of the said Parish of S. for the Time being, from Time to Time, and at all Times for ever after the Erection of the said Free-School, **To have**, receive, perceive and take the Rents, Issues and Profits of all and singular the said hereby granted and released Hereditaments, &c. for the Uses, Intents and Purposes, in and by the said Will of the said J. R. deceased, directed and intended; **And upon** this further Trust and Confidence, that when, as soon and as often as the said Trustees shall be reduced to the Number of three, that then such three Survivors of the said Trustees, (verbatim, as the Decree directs) to the Intent that there may be a perpetual Succession of fit Persons to manage and govern the said Charity, according to the Intention of the said Decree; **And upon this further Trust** and Confidence, that they the said J. R. (Party hereto) J. L. &c. (by and with the Consent and Approbation of the said Rector, &c. for the Time being, or the major Part of them), shall and do within six Weeks next after the Erection and Finishing the said School-house, elect a School-Master to teach all Boys belonging to the said Parish to read, write and cast Accompts, and to instruct them in any other Learning as shall be thought convenient, *gratis*, without any Fee or Reward for the same; and that if any such School-Master for the Time being shall neglect the said School, misbehave himself, or do any Thing contrary to his Duty, that then and in every such Case they the said present Trustees, or such new Trustees for the Time being to be so filled up as aforesaid, shall and do with such Consent and Approbation of the said Rector, &c. for the Time being, or the major Part of them, to displace, remove and turn out such School-Master, and into his Room, Place or Stead, for them to elect another fit and able Person for that Office; **And also upon this further Trust**, that they the said Rector, Church-wardens, &c. for the Time being, shall from Time to Time, and at all Times after the said School shall be erected, receive the Rents, Issues and Profits of all and singular the hereby granted and conveyed Premises, and every Part thereof, and by and with the Consent and Direction of three or more of the said Trustees for the Time being, to pay the same to such School-Master for ever, (all necessary Charges and Expences for repairing the said School-house always to be deducted); and to, for and upon no other Trust, Use, Intent or Purpose whatsoever:

And

And the said G. F. for himself, &c. (Covenants that Vendor is seised; hath Right to convey; for peaceable Possession; free from Incumbrances, and for further Assurance; vide Tit. Covenants). And the said G. W. P. W. J. L. and J. D. for themselves, &c. (the like Covenants). In Witness, &c.

Settlement (of a late Date) by a Deed of Feoffment, from five surviving Feoffees to twelve new Feoffees, of a Charity given by Will, dated 1 Hen. 8. to the Poor, and repairing the Church of F. and for other Uses, with Power to the new Trustees, when reduced in Number, to infeoff twelve new Trustees, for the Uses therein mentioned.

THIS Indenture, made, &c. Between T. A. of, &c. Esq; H. C. and E. W. Esqrs; T. B. of, &c. Gent. and T. S. of, &c. surviving Feoffees, estated and seised of and in the Messuages, Lands, Tenements and Hereditaments herein after mentioned, to them and their Heirs, in Trust for certain good and charitable Uses in the Parish of F. hereafter in these Presents mentioned and expressed, of the first Part, and W. C. Doctor in Divinity, Rector of the Parish Church of F. afore said, C. H. W. B. G. F. P. W. E. A. F. A. Esqrs, and T. A. jun. W. D. L. S. R. B. and T. O. Gent. all of F. afore said, of the other Part. **Whereas** by Indenture bearing Date, &c. and made between H. W. Esq; and Sir T. P. late Lord Chief Baron of, &c. since deceased, S. P. R. W. E. C. and J. M. since also deceased, of the one Part, the then surviving Feoffees in that Deed, and N. M. the said T. A. and H. C. J. H. Esq; the said E. W. N. H. the said T. B. J. R. T. O. J. N. the said T. S. and J. R. of the other Part, duly executed by Delivery of Seisin, *The several Messuages, Lands, Tenements and Hereditaments hereafter in these Presents particularly mentioned,* were lawfully conveyed unto the said N. M. T. A. H. C. J. H. E. W. N. H. T. B. J. R. T. O. J. H. T. S. and J. R. and their Heirs, upon the Trusts, and to the several Uses, Intents and Purposes therein and herein after mentioned and expressed, as in, &c. **And whereas** the said N. M. J. H. N. H. J. R. T. O. J. H. and J. R. are since deceased, and the said T. A. H. C. E. W. T. B. and T. S. are still living, and by Survivorship are become seised of the Messuages and Premises herein after mentioned, to them and their Heirs: **Now this Indenture witnesseth**, that in Pursuance of the Trust in them the said T. A. H. C. &c. *(the surviving Feoffees)* reposed, and for and in Consideration of 5 s. a-piece to them in Hand paid by the said W. C. &c. *(the new Feoffees)* at and before, &c. *(the Receipt whereof, &c. is hereby acknowledged)* And for the Settling, Conveying and Assuring of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, to the Uses, and upon the Trusts herein after mentioned and declared concerning the same, they the said T. A. H. C. &c. *(the old Feoffees)* have granted, bargained, sold, aliened, infeoffed, released and confirmed, and by these Presents **Do** grant, &c. unto the said W. C. C. H. &c. *(the new Feoffees)* and their Heirs, **All** that Messuage or Tenement, &c. *(the Parcels)* and the Reversion, &c. and also all the Estate, &c. *(Except out of this present Grant all such Rent or Quit-Rent as is due or payable to the said T. A. Lord of the Manor of B. in F. afore said);* **To have and to hold** the said several Messuages, Lands, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted and conveyed, and every Part and Parcel thereof, with their and every of their Appurtenances, *(Except before excepted)* unto the said W. C. &c. *(the new Feoffees)* their Heirs and Assigns, to the only Use and Behoof of the said W. C. &c. their Heirs and Assigns for ever, Upon and under the several Trusts, and to the several Intents and Purposes herein after mentioned and expressed, that is to say, **That** they the said W. C. &c. or the major Part of them, their Heirs or Assigns, shall and may yearly authorise some one of themselves, or some other Person or Persons, Inhabitants of the said Parish of F. as they, or the major Part of them, shall think fit, to be Collectors and Receivers, Wardens and Disposers of the Rents, Issues and Profits coming or growing out of all the said Messuages, Lands, Tenements, and other the Premises, and the same Collector or Collectors, with the same Rents, Issues and Profits, shall bear and satisfy all Quit-Rents and other Charges, either for Reparations or otherwise howsoever, or for or concerning the said Messuages and Premises, or any of them, with the Appurtenances, in any wise due, appertaining or belonging to be done or born by and out of the same, and the Residue of the Profits of the Premises shall dispose and distribute in Manner and Form following, that is to say, **Out** of the Messuage, Garden and Premises, in the Tenure or Occupation of J. L. the Sum of 40 s. yearly, to be paid on — yearly at the Church afore said, **To and for** the poor and most needy People dwelling in the said Parish of F. after and according to the good Opinion and Discretion of them the said Feoffees, or the

(2.)

Habendum to the new Feoffees or Trustees.

Power to Trustees to appoint Collectors, &c.

Trust as to Part of the Estate.

major

Trust as to
the Residue.

Receivers,
&c. to ac-
count with
the Trustees.

The Feoffees
when reduced
to five or six
to infeoff 12
others.

major Part of them or their Assigns; And the Residue of the Rents, Issues and Profits of all and singular the Premises shall dispose and employ in or for Ornaments and other necessary Things to be purveyed and bought to and for the Use of the said Parish Church of *F.* aforesaid, or repairing of the said Church; And also for repairing of noisome Highways within the Parish of *F.* aforesaid, and Relief of the poor Inhabitants of the same Parish, and in and about other Deeds of Charity according to the Discretion of the aforesaid Trustees and Parties estated in the Premises by Virtue of these Presents, or the major Part of them, or their Heirs or Assigns; And that he or they the said Collector or Collectors, Keepers, Wardens or Disposers so to be authorized as aforesaid, from Time to Time and at all Times hereafter, at and upon every reasonable Request to him or them made by the said (Feoffees) or Parties estated in the Premises by Virtue of these Presents, or the major Part of them, their Heirs or Assigns, shall and will well and truly yield and deliver unto them the said Trustees, or Parties estated in the Premises by Virtue of these Presents, their Heirs or Assigns, a true, perfect and just Account yearly, of all such Sum and Sums of Money, Rents, Issues and Profits of the Premises as he or they shall, before the Time of every such Request made, have received, disposed or imployed in or about the Premises, or to or for the Uses or Purposes in these Presents mentioned and declared; and the Residue and Remainder thereof, not disposed or imployed as aforesaid, shall and will satisfy and pay unto him or them who, as aforesaid, shall be appointed to be Collectors, &c. of the said Rents and Profits (their Costs and Charges in the Execution of the Trusts) as the major Part of the said Feoffees or Persons estated in the Premises by Virtue of these Presents, their Heirs or Assigns shall appoint; And also upon Trust and Confidence, that when it shall happen there shall not be surviving and living above five or six of the Feoffees or Persons estated in the Premises by Virtue of these Presents, that then such or so many of them, as shall be then living, shall grant, convey, infeoff and confirm the said Messuages, Lands, Tenements and other the Premises hereby granted and conveyed, unto twelve or more such other Persons of the said Parish of *F.* as to them shall be thought to be of sober and discreet Demeanour, to the Use of them their Heirs and Assigns for ever, upon the Trusts and to the Intents and Purposes before in these Presents mentioned and declared; and the said *T. A.* &c. (the old Feoffees) for themselves severally and respectively, and not jointly, nor the one of them for the other of them, or for the Acts or Deeds of the other of them, do covenant, promise and agree to and with the said (new Trustees, that they have done no Act to incumber, saving Leases. Vide Covenants.) In Witness, &c.

A Settlement made by the Donor in her Life-time to Trustees for establishing a Charity School; whereby she endows it with a certain Lottery Annuity Stock therein particularly mentioned, with Power to Trustees to sell and purchase Lands of Inheritance therewith; with many other very useful Orders and Powers both as to the School and to the Trustees.

(3.)

A Charity
School.

The Endow-
ment.

THIS Indenture made, &c. Between *M. V.* of, &c. Widow, of the one Part, and the Right Reverend Father in God *John* Lord Bishop of *St. A.* the Honourable *R. P.* Esq; one of the Barons, &c. the Reverend Dr. *W. S.* Dean of, &c. *T. S.* of, &c. Esq; and *M.* his Wife, *W. W. W.* of, &c. Esq; and *A.* his Wife, *M. V.* one of, &c. Clerk, *E. J.* of, &c. Esq; *H. H.* Citizen, &c. *T. R.* Clerk, Minister of *L.* in, &c. *R. R.* of, &c. Esq; *R. T. jun.* of, &c. and *J. H.* of, &c. Gent. (Trustees nominated by the said *M. V.* for the Management of the Charity hereby given) of the other Part. **Whereas** the said *M. V.* is minded to found and for ever to establish a Charity School in the Parishes of *L.* and *L.* or in one of them, in the County of *M.* for the educating and instructing of 30 poor Children born within the said Parish of *L.* or some of the neighbouring Parishes, in the Principles of the Church of England, and to read, write and cast Accounts, and other proper and useful Learning for poor Children, and for instructing 12 Boys within the said Parish of *L.* to read and learn their Catechism, in Manner as herein after is mentioned, and as is herein after directed and appointed: **And whereas** the said *M. V.* is possessed of and well intitled unto the Sum of 1,116*l.* 10*s.* Lottery Annuity Stock, erected by an Act of Parliament of the third Year of his Majesty's Reign, made (amongst other Things) for redeeming the Duties, Revenues and Annuities therein mentioned, and for establishing a general yearly Fund for the future Payment of Annuities at several Rates to be payable and transferable at the Bank of England, and redeemable by Parliament: **Now this Indenture witnesseth**, that for the End, Intent and Purpose aforesaid, and that the said Sum of 1,116*l.* 10*s.* and all the Interest, Produce and Proceed thereof may be from Time to Time for ever hereafter disposed of, laid out and

and employed to the charitable Use and Purpose herein after in that Behalf expressed, **The** said *M. V.* for herself, her Heirs, Executors and Administrators, **Doth** covenant with the said Lord Bishop of *St. A. R. P. &c.* (*the Trustees*) and every of them, their and every of their Executors and Administrators, by these Presents, that the said *M. V.* her Executors or Administrators, shall and will well and sufficiently assign and transfer all the said Sum of ——— and all the Produce and Proceed thereof unto the said Lord Bishop of *St. A. R. P. &c.* or unto any two or more of them the said Trustees, their Executors, Administrators and Assigns: **And** it is hereby agreed and declared by and between the said Parties to these Presents, that such Assignment and Transfer so to be made as aforesaid shall be upon the several Trusts, Intents and Purposes, and subject to the Proviso, *&c.* (that is to say) **Upon Trust**, that they the said Trustees and the Survivor of them, and their Successors, shall with the Consent of the said *M. V.* (if living), but if dead, then without such Consent, sell and dispose of the said Sum of 1,116*l.* 10*s.* and lay out and dispose of the Monies thereby raised in one or more Purchase or Purchases of Lands and Tenements in Fee-simple, within the said County of *M.* or *D.* or any other contiguous or adjacent County; such Purchase or Purchases to be taken in the Names of all the said Trustees or the Survivors of them and their Successors, upon the several Trusts, Intents and Purposes, and subject, *&c.* (that is to say) **Upon Trust** and Confidence that they the said Trustees and the Survivors of them, and their Successors for ever, shall from Time to Time, and at all Times hereafter, pay, apply and dispose of the Rents and Profits of the said Lands and Tenements, when purchased, in Manner herein after mentioned, *viz.* in such Manner as the said *M. V.* shall from Time to Time direct and appoint during her Life, for and towards the Maintaining, Supporting and Promoting of a Charity School within the said Parish of *L.* for the Educating, Instructing and Clothing of 30 poor Children born in the same Parish, or in some of the adjacent Parishes, in the Principles of the Church of *England* as by Law established, and to read, write and cast Accounts, and other proper and useful Learning for poor Children, *viz.* *The Boys* to read, write and cast Accounts; and the *Girls* to read, knit and work Plain-work; and for the Educating and Instructing of 12 poor Boys born within the said Parish of *L.* in the Principles of the Church of *England* as by Law established, and to read and say their Catechism; and after the Decease of the said *M. V.* *Then* the said Trustees and the Survivors of them, and their Successors for ever, shall apply, pay and dispose of the Rents, Issues and Profits of the Lands and Tenements, when purchased, in Manner herein after mentioned, (that is to say) — *per Ann.* thereof to be paid and applied from Time to Time, for and towards the Teaching and Instructing of 12 poor Boys within the said Parish of *L.* for ever; and — *per Ann.* for a Salary for a School-Master, and — *per Ann.* for a Salary for a School-Mistress for the Time being, for their Teaching and Instructing of 20 poor Boys and 10 poor Girls born within the said Parish of *L.* or in some of the adjacent Parishes, to read, write and cast Accounts, and to knit and work Plain-work in Manner as aforesaid; and the Residue of the Rents, Issues and Profits of the said Lands and Tenements, when purchased, to be paid and applied for and towards the Clothing of the said 30 poor Children in *L.* aforesaid, and for Books, Paper and other Necessaries for the Improvement of the said poor Children; **And** as to the Supplying of the said School from Time to Time with an able and fit School-Master and Mistress, and likewise for the Placing of 30 poor Children in the said School, and for the Visiting of the said School-Master and Mistress, and for the Preventing and Punishing of Neglects, Misbehaviours and Misdemeanors that may happen in the said School-Master and Mistress of the said School, and of the said Scholars there for the Time being, **It is by these Presents** ordered, directed and appointed by the said *M. V.* in Manner following, (that is to say) *In the first Place* the said *M. V.* **Doth** reserve to herself, during her Life, the full and sole Management of the said Charity School; *And from* and after her Death, that then the said Trustees and the Survivors of them, and their Successors, Trustees for the said School, shall from Time to Time have the full Management of the said Charity School, and that from thenceforth the said 30 poor Children of *L.* or any other of the adjacent Parishes, and likewise the School-Master and Mistress of the said School, from and after the Death, Removal or Resignation of such Master and Mistress, or any of the said poor Children, shall from Time to Time be elected, put and placed in the said School by the said Trustees and the Survivors of them, and their Successors, or the major Part of them for the Time being; **And** that the said School-Master and Mistress for the Time being shall not receive any Money or other Presents of the said poor Children's Parents or Relations at their Entry, or Breaking up, or upon any other Account whatsoever, but shall content themselves with the Salaries, Reward and Incouragement herein before directed to be paid them out of the Rents and Profits of the said Lands and Tenements when purchased; and that the said School-Master

Covenant to transfer.

Trustees with Consent to sell and purchase Lands in Fee-simple.

How the Rents are to be applied.

For punishing Misdemeanors.

The Donor to have the Management for Life.

After her Death, the Trustees.

The School-Master and Mistress not to receive any Money of the Children's Parents.

To be at Liberty to take Pay-Children.

Children of the Natives to take the Preference.

Trustees to examine into Neglects, &c. and make By-Laws.

Power to the Trustees to remove Master, Mistress or Boys for Irregularity.

A Book to be kept, and for what Purpose.

The chief Managers.

Power for the Donor to make further Orders.

ster and Mistress of the said School, and their Successors for the Time being, shall be at Liberty to take any other Scholars into the said School, not exceeding 20 in Number (besides the said 30 poor Children) and to take such Salaries or Rewards for teaching them as they shall think fit. **And** the said *M. V. Doth* hereby further order, direct and appoint, that the said 30 poor Children shall be from Time to Time chosen and elected out of the Natives (if it may be) or at least out of the Inhabitants of the said Parish of *L.* or other the said adjacent Parishes, (the Children of the Tenants of the Family of *L.* and *L.* being always preferred and taken into the said School, if qualified, before any others) and that none of such 30 poor Children be admitted unto the said School before the Age of seven Years, nor shall continue at the said School after the Age of 14 Years. **And** the said *M. V. Doth* hereby further direct, that the Trustees of the said Charity for the Time being, or as many of them as conveniently can, shall once in every Year, (*to wit*) upon *Tuesday* in every *Easter* Week, meet at the School-house where the said Charity-School shall be kept, to examine into any Neglects, Miscarriages or Irregularities that may be of or in the said School-Master and Mistress for the Time being, or any of the said 30 poor Children, and to make such reasonable By-Laws and Ordinances as to them shall seem meet, for the better Management and Promoting of the said Charity hereby given, and for the better Government of the said School-Master and Mistress, and the said poor Children for the Time being. **And** it is hereby further ordered and declared by the said *M. V.* that it shall and may be lawful to and for the major Part of the Trustees of the said Charity for the Time being, for any gross Offence, Miscarriage, Irregularity or Neglect, to deprive and remove, or to suspend the School-Master and Mistress of the said School for the Time being, or to expel any of the said poor Children. **And** it is hereby further ordered, directed and appointed, that a large writing Book, to be bought by the said *M. V.* in her Life-time, or by the said Trustees after her Death, shall be carefully kept by the Master of the said School for the Time being, wherein shall be entered the Names of the said 30 poor Children, together with the Times when they were chosen and taken into the said School, and their respective Ages at the Time of their being received into the said School, and likewise the Names of such of the said 30 poor Children as shall be removed, or be sent from or shall depart from the said School, and the respective Ages of such poor Children at the Time of such Removal or Departure; and likewise in the said Book shall be entered the Minutes of what the said Trustees shall do at the Time of their said yearly Meeting, and likewise all such Rules or Orders as shall hereafter be made touching the said School, and also all Acts which shall be done by the Trustees for the Time being, or any of them, in Relation to the said School; which said Books shall be kept by the School-Master for the Time being of the said School, and shall be always ready to be produced and shown unto the Trustees for the Time being, upon any reasonable Notice in that Behalf. **And** the said *M. V. Doth* further order, that the said Trustees, and the Survivors of them and their Successors, shall always (after her Death) elect and choose the said 12 poor Boys to be taught within the said Parish of *L.* out of the Children born within the same Parish, or at least out of the Inhabitants of the same. **And** the said *M. V. Doth* hereby further order, direct and appoint, that when and as often as the Number of Trustees for the Charity hereby given shall be reduced by Death to the Number of five, &c. (*as in the last Settlement as to new Trustees*). **And** it is hereby declared by the said *M. V.* that every future Bishop of *St. A.* and Dean of *St. A.* and the Minister of *L.* aforesaid and their Successors for the Time being, shall for the Time being be three of the Trustees of and for the said Charity, and shall be from Time to Time and at all Times consulted with the other Trustees in the Governing and Management of the said Charity: **Provided always**, and it is hereby agreed and declared, that it shall and may be lawful to and for the said *M. V.* at any Time or Times, by any Writing under her Hand and Seal (attested by two or more Witnesses) to make any further or other Orders and Directions for the better Management of the said Charity, and to alter, add to or revoke any of the Orders hereby made and appointed by her, relating to the same: **Provided always**, &c. (*Trustees not to be responsible for more than they shall receive, or for each others Acts. Vide Marriage Settlements.*) **Provided lastly**, and it is hereby agreed and declared, that the Interest, Profit and Proceed to arise by the said Lottery Annuity Stock, until the same be sold or redeemed by Parliament, and after the same be sold or redeemed by Parliament until such Purchase be made, and by such placing out or disposing of Monies at Interest, or upon Funds, or the purchasing of Publick Stocks as aforesaid, shall be paid, applied and disposed of to and for the same Uses, as the Rents and Profits of such Lands and Tenements to be purchased as aforesaid, when purchased, are to go and be paid. **In Witness, &c.**

A Settle-

A Settlement, whereby the Donor in his Life-time conveys to Trustees certain Lands and Hereditaments for the Endowment of a Charity School; the School-Master to receive the Rents of said Lands, and to reside in the School-House, keeping it in Repair, and appointed his Chaplain to be the first School-Master; and the Nomination of all future School-Masters to be annexed to the Manor of B. (whereof the Donor was then Lord) to be made by the Lords thereof for the Time being.

THIS Indenture made, &c. **Between** Sir *W. St. J.* of — Bart. of the one (4.) Part, and Sir *J. F.* of — Bart. *W. St. J.* of — Esq; &c. (in all twelve Trustees) of the other Part. **Whereas** the said Sir *W. St. J.* or some other Person or Persons **Recitals.** *In Trust* for him, is or are seised in his or their Demesne as of Fee, by Copy of Court-Roll, or otherwise, of and in **All** that Messuage or Tenement, with the Garden and Appurtenances, &c. and now and for some Time since used and enjoyed as a School: **And whereas** the said Sir *W. St. J.* is also seised in his Demesne as of Fee, of and in all those Freehold, &c. **And whereas** the said Sir *W. St. J.* is minded to found and for ever to establish a Charity in the Parish of *B.* (wherein the said Sir *W. St. J.* now dwelleth) for the Benefit of the said Parish and Town of *B.* and to erect and endow a School there for the Education of 20 free Scholars, in Manner as herein after is mentioned, and that the said Messuage or Tenement shall for ever hereafter be used as a Free-School House for the Teaching of Scholars therein: **Now this Indenture witnesseth**, that for the Ends, Intents and Purposes aforesaid, and that the Rents, Issues and Profits of the Hereditaments herein after mentioned, may from Time to Time for ever hereafter be disposed of, laid out and imployed to the charitable Uses and Purposes herein after in that Behalf expressed; and for and in Consideration of the Sum of 5*s.* of lawful Money to the said Sir *W. St. J.* in Hand paid by the said Sir *J. F.* & al. (Trustees) at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and valuable Considerations, the said Sir *W. St. J.* hereunto especially moving, **He** the said Sir *W. St. J.* **hath** bargained, sold, remised, released, infeoffed and confirmed, and by these Presents **Doth**, &c. unto the said Sir *J. F.* &c. (in their actual Possession, &c.) and to their Heirs, **All** that, &c. and the Reversion and Reversions, &c. and also all the Estate, Right, &c. **To have and to hold** the said, &c. and all and singular other the Premises hereby released, or mentioned or intended to be hereby released, and every Part and Parcel thereof, with their and every of their Appurtenances, **unto** the said Sir *J. F.* &c. their Heirs and Assigns, **To the only Use** and Behoof of the said Sir *J. F.* &c. their Heirs and Assigns for ever, **Subject** nevertheless to the Trust-Premises; (that is to say) **Upon Trust** that they the said Sir *J. F.* &c. their Heirs and Assigns, shall and will, from Time to Time, and at all Times hereafter, permit and suffer the School-Master of the said School, and his Successors for the Time being, to take and receive the Rents, Issues and Profits of the said, &c. and all and singular other the Premises hereby released, or mentioned or intended to be hereby released, with their and every of their Appurtenances, to his and their own Use; **And it is** hereby declared, that the Receipt or Acquittance of the said School-Master for the Time being, shall be a good Discharge to the Tenant or Tenants of the Premises hereby released for the Rents of the same Premises, which shall from Time to Time be paid by the said Tenant or Tenants to the said School-Master for the Time being; **And as** to the Supplying of the said School, from Time to Time, with an able and fit School-Master, and likewise for the Placing of 20 Boys in the said School, and for the Visiting of the said School-Master, and for the Preventing and Punishing of Neglects, Misbehaviours and Misdemeanors that may happen in the said School-Master of the said School, and of the said Scholars there for the Time being; **It is** by these Presents ordered, directed and appointed by the said Sir *W. St. J.* in Manner following; (that is to say) In the first Place, he the said Sir *W. St. J.* **hath** constituted and appointed, and by these Presents **Doth** constitute and appoint *N. G. M. A.* (being Chaplain to the said Sir *W. St. J.*) to be School-Master of the said School, for and during the Term of his natural Life; **And** the said *N. G.* shall, as long as he shall continue School-Master of the said School, take and enjoy the Rents, Issues and Profits of the said Lands and Premises to his own Use, and that the said *N. G.* and his Successors, School-Masters of the said School, for and in Consideration of the Rents and Profits of the Premises hereby released, or mentioned or intended so to be, and by him and them to be taken and enjoyed as aforesaid, shall from Time to Time teach and instruct 20 poor Boys

Recitals.

Feoffment.

Habendum to the Trustees.

The School-Master to receive the Rents.

His Receipt to be a sufficient Discharge.

The Appointment of the first School-Master.

without any
further Re-
ward.
Nomination
in the Lords
of the Manor
of B.

The School-
Masters to be
Masters of
Arts.

Trustees to
view the Re-
parations of
the School-
House.

Covenant for
a further
Conveyance.

to be elected and put into the said School, in Manner herein after mentioned, to read, write and cast Accounts, without receiving any Salary, Gratuity or Reward for the same, either from the said Parish of B. or from any of the Relations or Friends of the said 20 poor Boys, or of any of them; **And** that from henceforth the said 20 poor Scholars, and likewise the School-Master of the said School, from and after the Death or Resignation of the said N. G. shall from Time to Time be elected, nominated and put and placed into the said School by the said Sir W. St. J. his Heirs and Assigns, Lords of the Manor of B. for the Time being; the Intent and Meaning of the said W. St. J. being, that such Privilege of Nomination of the said School-Master herein after be annexed to the said Manor or reputed Manor of B. and in case of the Minority or Absence out of the Realm of any of the Heirs or Assigns of the said Sir W. St. J. Lords of the said Manor of B. then such Nomination to be made by the Guardians of such Minor, or by the Substitute or Deputy of such absent Person; or in Default of making such Substitute or Deputy, then by the Trustees for the Time being of the said Premises, or the major Part of them; **And the said Sir W. St. J.** doth hereby further order, direct and appoint, that the School-Master of the said School, and his Successors for the Time being, shall be Masters of Arts of one of the two Universities of Oxford or Cambridge; and that the School-Master of the said School, and his Successors for the Time being, shall be at Liberty to take any other Scholars, &c. (as in the last Settlement); **And the said Sir W. St. J.** doth hereby further order, direct and appoint, that the said 20 poor Scholars, shall be from Time to Time nominated, chosen and elected out of the Natives (if it may be) or at least out of the Inhabitants of the said Parish of B. and that none of the said 20 poor Scholars shall be admitted into the said School before the Age of eight Years, or before they can read in their Testaments, nor shall continue at the said School after the Age of 15 Years; **And the said Sir W. St. J.** doth hereby further direct and desire, that the said Trustees of the said Premises, and their Assigns, and their Successors for the Time being, shall once in every Year meet at the said Messuage or Tenement intended and agreed to be settled and conveyed by the said Sir W. St. J. to and upon the same Trustees, their Heirs and Assigns, for a School-House, to view their Repairs of the said House, and the Appurtenances thereof, (the same from Time to Time to be kept in good Repair at the Costs and Charges of the School-Master for the Time being) and to give Orders, if Occasion be, to the School-Master for the Time being, for the Reparation of the same; **And** to examine whether the said School be fully supplied with the said 20 poor Scholars, and how many thereof be wanting, and to give Notice thereof to the said Sir W. St. J. his Heirs or Assigns, Lords of the said Manor of B. for the Time being, for the Supplying of the said School with so many Scholars as shall be wanting of the said Number of twenty, and to examine into any Neglects, &c. (and make By-Laws, as in the last Settlement); **And** it is hereby further ordered and declared, &c. (Power to remove the School-Master, &c. as in the last); **And** it is hereby also further declared, that it shall and may be lawful to and for the said School-Master of the said School for the Time being, with the Consent of the said Sir W. St. J. his Heirs or Assigns, Lords of the said Manor of B. in Writing first had and obtained, to demise and lease, &c. (Power to grant Leases, as in Marriage Settlements); **And** it is hereby declared, that the Trustees of the said Charity for the Time being, shall stand seised of the said Lands so to be leased, in Manner as aforesaid, in Trusts for such Leases, during the Continuance of the Leases so to be made as aforesaid; **And** it is hereby further ordered, directed and appointed, that the said School-Master shall at his own Charges, buy and carefully keep a large Writing Book, wherein shall be entered the Names, &c. (as in the last Settlement); **And** likewise a short Abstract of the Leases, which shall be hereafter made by the School-Master for the Time being, expressing the Dates and Commencement of such Leases, and the Term of Years for which the said Leases shall be made, and the Names of the Leases, and likewise the Rents which shall be reserved upon the said Leases; which said Book shall be kept by the School-Master for the Time being of the said School, and shall be always ready to be produced and shewn unto the said Sir W. St. J. his Heirs or Assigns, Lords of the said Manor, and unto any of the Trustees for the Time being, upon any reasonable Notice in that Behalf. **And the said Sir W. St. J.** doth hereby further order, direct and appoint, that when and as often as the Number of Trustees for the Charity hereby given, shall be reduced by Death to the Number of six, &c. (as in the last and foregoing Settlements); **And the said Sir W. St. J.** for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said Sir J. F. &c. their Heirs and Assigns, and to and with every of them by these Presents, that he the said Sir W. St. J. his Heirs and Assigns, shall and will, at any Time hereafter, upon Request, well and sufficiently convey, or cause to be conveyed in due Form

Form of Law, all the said Messuage or Tenement, with the Appurtenances, to the said Sir J. F. &c. their Heirs and Assigns, **To the Use** and Behoof of the said Sir J. F. &c. their Heirs and Assigns for ever, **Upon Trust** and to the Intent and Purpose, that the said Messuage or Tenement may for ever hereafter be used, occupied, holden and enjoyed, as and for a School-House for the Teaching of the said 20 poor Scholars, and such other Scholars as the said N. G. and his Successors, School-Masters of the said School for the Time being, shall think fit to receive into the said School; **And** the said Sir W. St. J. doth hereby order, direct and appoint, that the said School-Master of the said School, and his Successors for the Time being, and his and their Family, may, if he or they shall think fit, always inhabit in and enjoy the said Messuage or Tenement, with the Appurtenances, and shall from Time to Time, at his and their proper Costs and Charges, keep and maintain the same in good and sufficient Order and Repair. *(Proviso that the Trustees may enter into the said House after Notice given, and no Repairs done; and Trustees not to be responsible for more Monies than they shall receive, nor for the Acts of each other, as in foregoing Settlements, &c.)* **In Witness, &c.**

The School-Master and Family to inhabit if he repairs.

Settlement by a Donor in his Life, by Consent of his eldest Son, by his being made one of the Trustees therein, whereby the Donor charges certain Lands with an Annuity or Rent-Charge of 30l. per Ann. towards Endowing a Charity School for 30 Children; and if it should prove deficient towards Educating that Number, then so many as it would extend to; and if the School should be discontinued, the 30l. Rent-Charge to sink into the Inheritance.

THIS Indenture, &c. Between Sir W. B. of, &c. Bart. of the one Part, and C. B. Esq; eldest Son and Heir apparent of the said Sir W. B. R. H. Esq; J. S. Clerk, Rector of D. &c. *(twelve Trustees)* now Residents and Inhabitants of the said Parish of D. of the other Part. **Whereas** the said Sir W. B. and other charitable Persons, Inhabitants of the said Parish of D. have lately set up a Charity School within the said Parish of D. for the Educating and Instructing of 30 poor Children, &c. *(as in the third Settlement):* **Now this Indenture witnesseth,** that for the End, Intent and Purpose **The Endowment.** aforesaid, and that the Annuity or yearly Rent-Charge of 30l. hereby mentioned or intended to be granted, may from Time to Time for ever hereafter be disposed of, laid out and employed to the charitable Use and Purpose herein after in that Behalf expressed; and for and in Consideration of the Sum of 5s. of, &c. to the said Sir W. B. &c. **He** the said Sir W. B. **Doth** given, granted, bargained, sold and confirmed, and by these Presents **Doth** for himself, his Heirs and Assigns, give, &c. unto the said C. B. &c. their Heirs and Assigns, **One** Annuity or yearly Rent-Charge of 30l. of, &c. to be yearly issuing and going out of all, &c. **To have, hold,** perceive, and yearly to receive, take and enjoy **The Rent-Charge to be issuing out of Lands.** the said Annuity or yearly Rent-Charge of 30l. unto and to the Use of the said C. B. R. H. &c. their Heirs and Assigns for ever, to be paid and payable yearly at the two most usual Feasts or Days of Payment in the Year; (that is to say) at, &c. by even and equal Portions; the first Payment thereof to begin and be made at the Feast-Day of — next ensuing, &c. and all the Payments thereof to be made at or in D. Court, without any Manner of Deductions or Abatements out of the same, or any Part thereof, for or in Respect, &c. **Upon** the several Trusts, Intents and Purposes, **And subject** to the Provisoes, Conditions and Agreements herein after mentioned, expressed and declared of and concerning the same Annuity or yearly Rent-Charge of 30l. **And the said Sir W. B.** **Clause of Entry.** for himself, his Heirs and Assigns, doth covenant and grant to and with the said, &c. *(Covenant to enter and distrain for Non-payment, as in Marriage Settlements. Vide Tit. Covenants.)* **And** the said Sir W. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. B. R. H. &c. their Heirs and Assigns, that in case the said Annuity or yearly Rent-Charge of 30l. or any Part thereof, shall be behind or unpaid by the Space of 40 Days next over, &c. *(to enter and receive the Rents, as in Marriage Settlements):* **Provided always,** and it is hereby agreed and declared by and between the Parties to these Presents, and the true Intent and Meaning of them, and of these Presents is, and the said Annuity of, &c. is hereby granted to them the said C. B. R. H. &c. their Heirs and Assigns, upon the several Trusts, Intents and Purposes, and subject to the Provisoes, Conditions and Agreements herein after mentioned, expressed and declared of and concerning the same; (that is to say) **Upon Trust** and Confidence, that they the said C. B. and R. H. &c. their Heirs and Assigns, shall and will, from Time to Time, and at all Times hereafter, pay, apply and dispose, &c. *(to the same Effect as in*

The Donor constitutes the first School-Master and Masters *durante beneplacito*.

The Rector of D. for the Time being to be chief Manager. If the Endowment be deficient to educate 30 Children, then so many as it will extend to. If the Charity School shall be discontinued, the Charity to sink into the Inheritance.

*in third Settlement under marginal Note (Rents how to be applied); And as to the Supplying of the said School, from Time to Time, with an able and fit School-Master and Mistress, and likewise for the Placing of 30 poor Children in the said School, and for the Visiting of the said School-Master and Mistress, and for the Preventing and Punishing of Neglects, Misbehaviours and Misdemeanors that may happen in the said School-Master and Mistress of the said School, and of the said Scholars there for the Time being; It is by these Presents ordered, directed and appointed by the said Sir W. B. in Manner following; (that is to say) In the first Place, the said Sir W. B. hath constituted and appointed, and doth constitute and appoint T. S. and S. his Wife, to be School-Master and Mistress of the said School, for so long Time as he the said Sir W. B. shall think fit; and that the said Trustees, and the Survivors and Survivor of them, and their Successors, Trustees for the said School, shall from Time to Time pay and allow such yearly Allowance as they shall think fit and reasonable out of the said Annuity or yearly Rent-Charge of 30*l.* to such Master and Mistress of the said School for the Time being, for their Teaching, &c. (as in the third Settlement before, mutatis mutandis); And that the said School-Master and Mistress for the Time being, shall not receive any Money, &c. (as in the third Settlement, but might take Pay-Children); And the said Sir W. B. doth hereby further order, direct and appoint, that the said 30 poor Children shall be from Time to Time chosen and elected out of the Natives, &c. (as in last Settlement); And the said Sir W. B. doth hereby further direct and desire, that the Heirs and Assigns of him the said Sir W. B. Owners of the said Capital Messuage of him the said Sir W. B. in D. aforesaid, for the Time being, And the said Trustees for the Time being, &c. (exactly as under Title Trustees to examine into Neglects and make By-Laws); And it is hereby further ordered and declared by the said Sir W. B. that it shall and may be lawful to and for the major Part of the Trustees, &c. (Power to amove Master or Scholars for Irregularity, as in third Settlement, and the Master to keep a Book, as in same and the last Settlement); And the said Sir W. B. doth hereby further order, direct and appoint, that when and as often as the Number of Trustees for the Charity hereby given shall be reduced by Death, &c. (Power to assign to new Trustees, as in second Settlement); And it is hereby declared by the said Sir W. B. that after the Death or Removal of the present Rector of D. aforesaid, every future Rector of D. aforesaid, shall for the Time being be one of the Trustees, and be from Time to Time, and at all Times, consulted with by the other Trustees in the Governing and Management of the said Charity: **Provided always**, that in case the said yearly Rent of 30*l.* shall prove deficient (with the Contributions (if any) of other well disposed charitable Persons) for the Educating of 30 poor Children, as aforesaid, that the same 30*l. per Ann.* shall be applied for and towards the Educating of as many poor Children as the same shall reasonably extend to educate in Manner aforesaid: **Provided always**, and the said Charity hereby given and granted, is upon this express Condition, that in case the said Charity School at D. aforesaid shall be totally discontinued or come to an End, that then and in such Case only, and from thenceforth, these Presents and the Grant hereby made of the said Annuity or yearly Rent-Charge of 30*l.* and every Thing herein contained, shall cease, determine, and be utterly void and of none Effect to all Intents and Purposes whatsoever, for the Benefit of such Person or Persons, who for the Time being shall be Owner or Owners of the said Lands and Grounds hereby charged and made liable to and with the said Rent-Charge; any Thing herein contained to the contrary thereof in any wise notwithstanding. (Trustees not answerable for more Monies than they shall receive, nor for the Acts of each other). In Witness, &c.*

Settlements on Servants.

*A Settlement by a Widow on a Servant, in Consideration of his faithful Service to her and her deceased Husband, whereby she releases and assigns to him in Fee several Manors, &c. after her Decease, subject to the Raising and Paying thereof 1000*l.* as she by Will, or otherwise, should direct.*

(I.) **THIS Indenture of Release, &c. Between** M. S. Widow and Relict of W. S. late of, &c. Esq; of the one Part, and R. D. of, &c. Gent. of the other Part, **Witnesseth**, that for and in Consideration of the many faithful Services done by the said R. D. to her said late Husband W. S. and the said M. S. well knowing the very kind and favourable Intentions which her said late deceased Husband had for and towards him the said R. D. much beyond what her deceased Husband has by his Will and Codicil given him the

The Considerations.

the said *R. D.* and for a Recompence for the constant Assistance which he the said *R. D.* has from Time to Time given, as well to the said *W. S.* as to the said *M. S.* in the Management of their Affairs, and out of an Intention to promote and advance the said *R. D.* and his Family, and for and in Consideration of the Sum of 10*s.* of, &c. to the said *M. S.* in Hand paid by the said *R. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good and valuable Causes and Considerations, the said *M. S.* thereunto moving, she the said *M. S.* hath granted, released and confirmed, and by these Presents **Doth** grant, &c. unto the said *R. D.* (in his actual Possession, &c.) and to his Heirs and Assigns, **All** that the Manors, &c. (the Parcels; with the general Words as to other Manors); **To have and to hold** the said Manors, &c. Hereditaments, and all and singular other the Premises hereby granted and released, or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *R. D.* and his Heirs, to the Uses following, *viz.* **To the Use** and Behoof of the said *M. S.* for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste; and from and after the Decease of the said *M. S.* then to the Use and Behoof of the said *R. D.* his Heirs and Assigns for ever: **Provided always**, and it is hereby agreed and declared by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *M. S.* (Power to make Leases, as in first Settlement before Marriage): **And whereas** the said *M. S.* is either in Law or Equity possessed of, or intitled to the Residue and Remainder of a Term, &c. (Recitals of her being seised for a Term): **Now this Indenture further witnesseth**, that for the Considerations aforesaid, and also for and in Consideration of the Sum of 10*s.* of, &c. to the said *M. S.* in Hand paid by the said *R. D.* at or before, &c. the Receipt, &c. she the said *M. S.* hath assigned, transferred and set over, and by these Presents **Doth**, &c. unto the said *R. D.* his Executors, Administrators and Assigns, **All** that the said Manor of, &c. **To have and to hold** the said Manor of, &c. (three Habendums relating to three separate Parcels). **And** it is hereby agreed and declared by and between the said Parties to these Presents, that the said Assignment hereby made of the said several and respective Leasehold Premises, unto the said *R. D.* his Executors, Administrators and Assigns, was and is upon the Trust following, *viz.* **In Trust** for the only Benefit and Advantage of the said *M. S.* for and during the Term of her natural Life; and from and after her Decease, then to and for the only Benefit and Advantage of the said *R. D.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several and respective Terms of 99 Years, 500 Years, and 99 Years, which shall be therein respectively then to come and unexpired; *Subject nevertheless* to the Payment of all the Debts and Legacies of the said *W. S.* which shall remain unpaid at the Decease of the said *M. S.* **And whereas** the said *M. S.* is intitled either in Law or Equity to the said Manor of *E.* with its Appurtenances, for and during the natural Lives of — and the Life of the longest Liver of them: **Now this Indenture likewise further witnesseth**, that for the Considerations aforesaid, and also for and in Consideration of the Sum of 10*s.* of, &c. to the said *M. S.* in Hand paid by the said *R. D.* at or, &c. the Receipt whereof is by her hereby also acknowledged, she the said *M. S.* hath granted, bargained, sold, released and confirmed, and by these Presents **Doth** grant, &c. (in his actual Possession now being) and to his Heirs and Assigns, **All** that the said Manor of — with the Rights, Members and Appurtenances thereof, and the Reversion, &c. and also all the Estate, &c. **To hold** the said Manor of *E.* with the Rights, Members and Appurtenances thereof, and every Part and Parcel thereof, unto the said *R. D.* his Heirs and Assigns, from henceforth for and during the natural Lives of — and for and during the Life of the longest Liver of them, to and for the several Uses following; (that is to say) **To the Use** and Behoof of the said *M. S.* for and during her natural Life, and from and after her Decease, **To the Use** and Behoof of the said *R. D.* his Heirs and Assigns, for and during the natural Lives of the said — and for and during the Life of the longest Liver of them; *Subject nevertheless* to the Payment of the Monies due thereon to *S. T.* Widow, upon a Mortgage to her made thereof, and which shall remain due at the Death of the said *M. S.* and subject also to Payment of all such Debts and Legacies of the said *W. S.* which shall be due thereon at the Death of the said *M. S.* **Provided lastly**, and it is hereby agreed and declared by and between the said Parties to these Presents, and the express Meaning of these Presents are, that it shall and may be lawful to and for the said *M. S.* at any Time during her natural Life, by any Deed or Deeds, Writing or Writings, or by her last Will and Testament in Writing to be by her signed, sealed, delivered and published in the Presence of three or more Witnesses, to charge all or any Part or Parts of the said Manors, Messuages, should direct.

Recital of the Lease for a Year.

To the Use of herself for Life, Remainder to the Servant in Fee.

Assignment of all same Premises.

Habendum. Declaration of the Trusts thereof.

As to an Estate for three Lives. Conveyance thereof.

Subject to a Mortgage and the Debts and Legacies of her late Husband. Subjected by the Widow to the Raising and Paying 10000*l.* as she by Will, or otherwise, should direct.

Messuages, &c. as well Freehold as Leasehold, to and with the Raising and Payment of any Sum or Sums of Money, not exceeding 10000*l.* in the whole, to and for such Person or Persons, and to and for such Use or Uses, Intents and Purposes, and payable at such Time or Times, and in such Proportions, and in such Manner, and with such Powers, Ways and Means for Raising thereof, as she the said *M. S.* shall think fit to appoint; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

A Settlement by the Duchess Dowager of M. on two of her Servants on their Intermarriage, by a Bond entered into by her to each of them, for securing to each of them a separate Annuity during her and their Joint Lives; and after her Decease (in case they survived) two gross Sums, the Uses whereof are settled as follows.

(2.)
Bond for securing the Payment of an Annuity of 100*l.* to a Woman,

not to be liable to the Husband's Control;
the Bond to be void on Payment of 1000*l.* by the Duchess's Executors.
Recital of another Bond.

The last Bond to be void on Payment of 500*l.* by the Executors.
Transfer of South-Sea Stock to the Trustees.
Recital of a Marriage intended.
The Agreement.

THIS Indenture Tripartite made, &c. **Between** *B.* of, &c. of the first Part, *A.* of, &c. of the second Part, and *C.* and *D.* (*the Trustees*) of the third Part. **Whereas** the Most Noble *S. Duchess Dowager of M.* by her Bond or Obligation, bearing even Date herewith, for the Reasons and Considerations therein recited did become bound to the said *C.* and *D.* (being Persons nominated by the said *A.*) in the penal Sum of 1000*l.* with a Condition thereunder written; (to wit) That if the said Duchess Dowager of *M.* should well and truly pay, or cause to be paid unto the proper Hands of the said *A.* the annual Sum of 100*l.* of, &c. during the Joint Lives of the said Duchess Dowager and the said *A.* by equal quarterly Payments, at the four most usual Feasts or Days of Payment in every Year, *viz.* &c. the first Payment whereof to begin and be made at the Feast of, &c. then and now next insuing the Date hereof, exclusive of any Husband which she the said *A.* might at any Time hereafter marry, and of which he is to have no Control or Power over; and also if the Executors or Administrators of the said Duchess Dowager, at her Death, (if the said *A.* should her survive) pay or cause to be paid unto the said *C.* and *D.* and the Survivor of them, his Executors and Administrators, the Sum of 1000*l.* of, &c. upon such Trusts, and to and for such Intents and Purposes, as by an Indenture *Tripartite*, intended to bear even Date therewith, should be mentioned and declared, that then the said Bond should be void: **And whereas** by another Bond or Obligation, bearing even Date herewith, the said Duchess Dowager of *M.* for the Reasons and Considerations therein recited, did become bound to the said *C.* and *D.* (being Persons also nominated by the said *B.*) in the Penal Sum of 1000*l.* with Condition thereunder written; (to wit) That if the said Duchess Dowager of *M.* should pay, or cause to be paid to the said *B.* the annual Sum of 50*l.* of like, &c. during the Joint Lives of the said Duchess Dowager and the said *B.* by equal quarterly Payments, at the before mentioned four most usual Feasts or Days of Payment in the Year; the first Payment thereof to begin and to be made on, &c. next insuing the Date thereof; and if the Executors or Administrators of the said Duchess Dowager should at or immediately after her Death (if the said *B.* should her survive) pay, &c. (*as before*) as in and by, &c. **And whereas** the said *B.* being intituled to 100*l.* South-Sea Annuity Stock in the South-Sea Company, and the said *A.* being also intituled to 430*l.* South-Sea Annuity Stock in the same Company, did respectively on the — Day of — assign and transfer the same respective Stocks of 100*l.* and 430*l.* unto the said *C.* and *D.* as by the said Transfer-Books of the said Company, Relation being thereunto had, may more fully appear: **And whereas** a Marriage by the Permission of God is shortly intended to be had and solemnised between the said *B.* and *A.* **And whereas** it has been agreed by and between the said *B.* and *A.* that the said several Stocks of 430*l.* and 100*l.* and the said annual Sum of 100*l.* and also the said several Sums of 1000*l.* and 500*l.* (in case the same, or either of them shall ever grow due) shall be settled and assured upon the Trusts, and to and for the Intents and Purposes herein after in that Behalf respectively mentioned: **Now this Indenture witnesseth**, that for the Consideration of the said intended Marriage, and in Pursuance of the said Agreements, and for settling the said respective Stocks of, &c. and the said annual Sum of 100*l.* and the said several Sums of 1000*l.* and 500*l.* (which are respectively to arise upon the respective Contingent Uses of the said *A.* and *B.* respectively surviving the said Duchess Dowager as aforesaid) upon the Trusts, and to the Intents and Purposes herein after respectively mentioned, **It is** hereby declared by the said *A.* by and with the Consent and Approbation of the said *B.* (testified by his being Party hereto) and it is hereby agreed by the said *B.* and the true Intent and Meaning of these Presents, and of the Parties to the same is, that the said 430*l.* South-Sea Annuity Stock, so transferred by the said *A.* to the said

said C. and D. as aforesaid, and all the Dividends, Produce and Profits from henceforth arising from the same, and also the said 100 *l.* per Ann. Annuity, secured to the said A. for and during the Joint Lives of the said Duchess Dowager of M. and her the said A. by the first herein before mentioned Bond or Obligation, and also of the said 1000 *l.* secured by the said first recited Bond, in case the said A. shall survive the said Duchess Dowager of M. and the Interest and Produce thereof from Time to Time, which shall arise or grow due for the same, shall be subject to the Trusts, Provisoes, Powers and Agreements herein after mentioned and declared of and concerning the same respectively, and to or for no other Trust, Intent or Purpose whatsoever, viz. **Upon Trust** that they the said C. and D. or the Survivor of them, his Executors and Administrators, shall, from and after the Solemnization of the said intended Marriage, permit and suffer, and as far as they lawfully may, authorise the said A. to take and receive all the Dividends, Profits and Produce of the said 430 *l.* South-Sea Annuity Stock, as the same shall from Time to Time accrew or grow due; and as to the said annual Sum of 100 *l.* so secured during the Joint Lives of the said Duchess Dowager and her the said A. from Time to Time, as the same shall accrew and become payable, to her own proper and separate Use and Benefit, exclusive of the said B. her intended Husband; and that the said 430 *l.* Stock, or the said Dividends and Profits thereof, or the said annual Sum of 100 *l.* or any Part thereof, shall not be liable or subject to the Debts, Control or Disposition, &c. (as before in Marriage Settlements and Covenants.) And as to the said 1000 *l.* so secured the said Bond by as aforesaid, in case the same shall become due and payable by Reason of the said A.'s surviving the Duchess Dowager; it is hereby declared and agreed, and the true Intent and Meaning of these Presents, and the Parties to the same is, that they the said C. and D. or the Survivor of them, his Executors and Administrators, shall receive of and from the Executors and Administrators of the said Duchess Dowager, the said Sum of 1000 *l.* and the Interest accrewing thereon (if any) and place out the said Principal upon such Government or other Security or Securities, as they the said C. and D. or the Survivor of them, his Executors and Administrators shall think most proper, and shall permit and suffer, and as far as they lawfully may, authorise, &c. (as before in Relation to the Stocks); And from and after the Decease of the said A. **Upon further Trust**, that they the said C. and D. or the Survivor of them, his Executors and Administrators, shall pay or assign over and transfer as well the said Capital 430 *l.* South-Sea Annuity Stock, and the Dividend thereon then due and payable, or which shall grow due and payable after the Decease of the said A. as also the said 1000 *l.* so secured by the said recited Bond or Obligation (in case the same shall become payable) and the Interest thereon due at the Time of the Decease of the said A. or which afterward shall become due and distributive to and amongst all such Child or Children of the said A. by the said B. to be begotten, as shall be living at the Time of the Death of the said A. in such Shares and Proportions, and in such Manner as the said A. notwithstanding her intended Coverture, shall by her last Will and Testament in Writing by her duly executed, or by any other Writing under her Hand and Seal, to be attested by two or more Credible Witnesses, shall direct, limit or appoint; and for want of such Direction, Limitation or Appointment, then to and amongst all the Children of the said A. by the said B. to be begotten, as shall be living at the Time of the Decease of the said A. equally Share and Share alike; and in Default of such Issue, (to such Person as she by Will should appoint, as before); and for want of such Direction, Limitation or Appointment to the Executors or Administrators of the said A. **Provided always nevertheless**, and it is hereby further agreed and declared by and between the said B. and A. his intended Wife, testified by their being Parties to, and their Sealing and Delivery of these Presents, and it is the true Intent and Meaning of these Presents, and the Parties hereunto, that the said A. notwithstanding her said intended Coverture, and whether she shall be Covert or Discover, shall have full Power, Liberty and Authority; and that it shall and may be lawful to and for her the said A. by any Deed or Deeds, Writing or Writings to be by her subscribed, sealed and executed in the Presence of two or more Credible Witnesses, by and with the Consent and Approbation of the said Duchess Dowager, during her Life, and after her Death, of the said C. and D. testified by the said Duchess, in case she be then living, or in case her Grace be then dead, then by the said Executrix as aforesaid subscribing, sealing and executing of such Deed or Deeds, Writing or Writing, to alter or revoke, &c. (Power to A. to revoke the former and appoint new Uses. Vide Tit. Revocation, &c.) And it is hereby further declared by and between the said B. and A. his intended Wife, testified by their respectively being Parties to, and Signing, Sealing and Executing hereof, that the said 100 *l.* South-Sea Annuity Stock so transferred by the said B. to the said C. and D. is assigned, (and all the Dividends, Produce and Profits from henceforth arising from the same, and also the said 500 *l.* so secured by the said last recited Bond or Obligation,

A's Share
how settled.

A's other
Share to be
placed out by
Trustees,

to the Use of
the Children
as A. should
appoint;

if no Appoint-
ment, Share
and Share
alike.

The Hus-
band's Share.

*B.'s Share
after his and
A.'s Deceases
to be paid to
his Executors.*

Obligation (in case the said *B.* shall survive the said *Duchess Dowager*.) and the Interest and Produce thereof from Time to Time arising and growing due for the same,) and shall be subject to the Trusts, Provisoes and Agreements herein after mentioned and declared of and concerning the same respectively, and to or for no other Trust, Intent or Purpose whatsoever, viz. That, &c. *(to the same Uses as the Wife's Share is before limited verbatim, mutatis mutandis)* **That** they the said *C.* and *D.* and the Survivor of them, their Executors, &c. **Upon further Trust**, that they the said *C.* and *D.* and the Survivor of them, his Executors and Administrators, do and shall transfer and pay, as well the said 100*l.* South-Sea Annuity Stock, as also the said 500*l.* in case the same shall become payable, and the Dividends, Interest and Produce thereof respectively, to the Executors or Administrators of the said *B.* any Thing herein, &c. **Provided always**, and it is hereby further agreed and declared to be the true Intent and Meaning of these Presents, and of the respective Parties hereto, that it shall and may be lawful to and for the said *C.* and *D.* &c. *(Trustees to reimburse, and not to be chargeable the one for the other's Default. Vide first Marriage Settlement)*. And the said *B.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant with the said *C.* and *D.* and the Survivor of them, his Executors and Administrators, &c. *(For further Assurance, vide Tit. Covenants.)* **In Witness, &c.**

Submission.

Submission to an Award, with a Covenant from each Party not to revoke but perform the same.

*General
Words, which
may be alter-
ed as the Case
may require.*

*Agreement
not to revoke.*

THIS Indenture, made, &c. **Between** *B. A.* of, &c. of the one Part, and *D. C.* of, &c. of the other Part, **Witnesseth**, That the said *B. A.* and *D. C.* do by these Presents willingly and voluntarily compromise and submit themselves to the Award, Arbitrament, Order, and final Determination of, &c. *(the Arbitrators)* indifferently named, elected and chosen by the said Parties to award, arbitrate, order, finally determine, judge and decree, for, upon and concerning all and all Manner of Actions, Cause and Causes of Actions, Suits, Debts, Strifes, Accounts, Reckonings, Sum and Sums of Money, Trespasses, Quarrels, Bonds, Specialties, and all other Matters and Things whatsoever had, made, arisen, moved, or now depending in Dispute or Controversy between the said *(a)* Parties, so that the said Arbitrators do make their Award, Order, final Determination and Judgment in Writing indented under all their Hands and Seals, on or before — now next ensuing, and one Part thereof deliver or cause to be delivered unto the said *B. A.* or his Attorney or Attornies, Deputy or Deputies in that Behalf requiring the same, at or in, &c. *(the Place appointed)*, and the other Part of the said Award, &c. to the said *D. C.* his Attorney or Attornies, Deputy or Deputies so requiring the same, *(at the same Day and Place)*, so that the said Arbitrators do not by the said Award order or appoint any Act or Acts, Thing or Things to be done or performed by or to any Person or Persons, other than to or by the said Parties to these Presents, their Heirs, Executors, Administrators or Assigns, and not to or by any Stranger or Strangers to this present Submission: **And** the said *B. A.* and *D. C.* and each of them for themselves, their and each of their Heirs, Executors and Administrators, **Do** by these Presents mutually covenant, promise, grant and agree, to and with the other of them, his Heirs, Executors and Administrators, and every of them, that neither they nor either of them shall or will at any Time hereafter recall or revoke their Authority hereby given to the said Arbitrators, but shall in all Things acquiesce and submit themselves to their *(b)* Award and Arbitrament; **And** that they and each of them, and the Heirs, Executors, Administrators and Assigns of each of them, shall and will well and truly observe, perform, fulfil and keep all and every Clause, Sentence, Article, Submission and Agreement in these Presents mentioned, on his and their Part to be observed, performed, fulfilled and kept, according to the Tenor, true Intent and Meaning thereof. **In Witness, &c.**

- (a)* If the Parties have any Suits depending in any Courts of Law, they ought to be excepted, because the Arbitrators cannot intermeddle therein, unless referred to them by the Court.
(b) If the Award concerns Lands, &c. the Lands must be specified.

Surrenders

I. Surrenders of Freehold and Leasehold Estates and Terms.

A Surrender of a Lease by the Assignee thereof to the Widow and Executrix of the Lessor.

T^D all, &c. I *W. L.* of — send Greeting. **Whereas** by Indenture, &c. (*Recital of a Lease from G. R. to R. P. and of R. P.'s Assignment thereof to W. L.*) **Now know ye**, that I the said *W. L.* Do hereby, in Consideration of 5 s. of, &c. to me in Hand paid by *A. R.* Widow and sole Executrix of the said *G. R.* the Receipt, &c. for me, my Executors and Administrators, surrender and yield up from the Day of the Date hereof unto her the said *A. R.* her Executors and Administrators, as well the said Indenture of Lease, with the Indorsement thereon, and all the said *Messuage, or Tenement* and Premises, and Term of Years therein yet to come, with all my Right, Title and Interest thereto, and which I have or claim, or hereafter can or may have or claim, either by Virtue of the said Indorsement, or otherwise howsoever; and that free and clear, and freely and clearly freed and cleared of and from all Incumbrances of what Kind soever at any Time by me, or by my Privy, Consent or Procurement done, committed or suffered to be done, &c. **In Witness**, &c. (1.)

A Deed of Surrender by Tenant for Life, to enable the Tenant in Tail to suffer a Recovery, provided the Tenant in Tail pays that Tenant for Life a Sum of Money at a certain Day.

T^H**IS** Indenture, made, &c. **Between** *A. H.* of — Widow and Relict of *J. H.* of — Esq; deceased, of the one Part, and *M. H.* of — Esq; only Son and Heir apparent of *E. H.* of — of the other Part. **Whereas**, &c. (*Recital of J. H.'s Will, whereby he gives the Premises to A. H. during her Life, and after her Decease unto M. H. and to the Heirs Male of his Body*): **And whereas** the said *M. H.* soon after the making and publishing his said Will, did depart this Life without having any way revoked, annulled or made void his said Will, or any Thing therein contained; and the said Will has since been duly proved as of Record in the High Court of Chancery: **And whereas** the said *M. H.* is, by Force and Virtue of the said Will, Tenant in Tail of the said several Manors, &c. in Remainder after the Decease of the said *A. H.* **Now this Indenture witnesseth**, that for the better enabling him the said *M. H.* to bar and extinguish all Estates-tail and Remainders of and in the same Premises, and for other good Causes, &c. she the said *A. H.* hath bargained, sold, surrendered and yielded up, and by, &c. **Doth** bargain, &c. unto the said *M. H.* and his Heirs, **All** and singular the said Manors, &c. herein before mentioned to be given and devised to the said *A. H.* by the said recited Will, with their and every of their Appurtenances, and all the Estate, &c. of her the said *A. H.* of, in and to the same, and every Part and Parcel thereof; **To have and to hold** the said Manors, &c. herein before mentioned or intended to be hereby bargained, &c. unto the said *M. H.* his Heirs and Assigns, **To the only Use** and Behoof of the said *M. H.* his Heirs and Assigns for ever: **Provided always**, and upon Condition nevertheless, that if the said *M. H.* his Heirs, Executors or Administrators, or some of them, do not or shall not well and truly pay or cause to be paid unto the said *A. H.* her Executors, Administrators or Assigns, the Sum of — at or before the — Day of, &c. next ensuing the Date of these Presents, without any Manner of Abatement, Deduction or Defalcation out of the same or any Part thereof, then and from thenceforth this present Surrender, and every Thing herein contained, shall cease, determine and be absolutely void; any Thing in these Presents contained to the contrary thereof notwithstanding. **In Witness**, &c. (2.)

A Surrender of a Term for Years to the Person that has the Inheritance, to merge the Term.

(*Recite the Deed whereby the Term was created.*) **Now these Presents witness**, that for and in Consideration of 5 s. of, &c. to the said Sir *R. K.* in Hand paid, at or before the Sealing and Delivery of these Presents, by the said *T. K.* the Receipt whereof is hereby **acknow-** (3.)

acknowledged, and to the Intent and Purpose that the said Term of 100 Years in the said Manors and Premises may be wholly merged and extinguished, he the said Sir R. K. (at the special Instance and Request of the said T. K. testified, &c.) **hath** given, granted and surrendred, and by, &c. unto the said T. K. and his Heirs, **All** those the said Manors of J. and M. &c. and all the Estate, Right, Title, Interest, Term of Years, Trust, Property, Claim and Demand whatsoever of him the said Sir R. K. of, in, to or out of the same, or any Part or Parcel of them; **To have and to hold** the said Manors, Messuages, Lands, &c. with their and every of their Appurtenances, unto the said T. K. his Heirs and Assigns for ever, to the only Use and Behoof of the said T. K. his Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever. (*A Covenant, that he has done no Act, &c.*) **In Witness, &c.**

Surrender of a Mortgage by Indorsement, reciting that the Premises in Mortgage were sold, and that out of the Purchase Money the Mortgagee had been paid his Principal and Interest, and had joined in the Conveyance thereof.

(4.) **W**hereas the within named J. S. and H. S. have lately sold and conveyed to W. G. Esq; and his Heirs, the Manor, Messuages, Lands, Tenements and Hereditaments within mentioned to be situate, &c. and by and out of the Purchase Money arising by such Sale, have fully paid off and satisfied to the within named H. B. all Principal Monies and Interest due and owing upon the within written Mortgage and Security, the Receipt and Payment whereof accordingly he the said H. B. doth hereby acknowledge: **And** whereas upon such Sale and Conveyance the said H. B. at the Request, and by the Direction and Appointment of the said J. S. and H. S. **hath** assigned and transferred the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, unto a Trustee for that Purpose named by the said W. G. his Executors, Administrators and Assigns, for all the now Residue of the within mentioned Term of 1000 Years therein, *In Trust* for the said W. G. and his Heirs, and to attend and wait upon the Freehold and Inheritance of the same Premises: **Now know all Men** by these Presents, that in Consideration of the Sum of 5 s. of lawful Money of Great Britain to the said H. B. in Hand paid by the said J. S. and H. S. at or before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, he the said H. B. **hath** surrendred and yielded up, and by these Presents **Doth, &c.** unto the said J. S. and H. S. their Heirs and Assigns, all and every the within mentioned Mansion-house, &c. and all the Estate, Right, Title, Interest, Trust, Property, Term and Terms of Years yet to come and unexpired, Claim and Demand whatsoever, both in Law and Equity, of him the said H. B. of, in, to or out of the same Mansion-house, &c. **To have and to hold** the said Mansion-house, &c. unto the said J. S. and H. S. their Heirs and Assigns for ever, **To** and for the only proper Use and Benefit of them the said J. S. and H. S. and of their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. (*Covenant from the Mortgagee, that he hath done no Act to incumber.*) **In Witness, &c.**

A Surrender of Leases of a Parsonage, &c. from two Lessees to the Lessor, to the Intent that the Lessor might grant a new Lease to one of the Surrenderers for three Lives.

(5.) **T**HIS Indenture, made, &c. **Between** G. N. of, &c. Esq; and J. C. of, &c. Gent. of the one Part, and J. J. Prebendary of the Prebend of W. &c. of the other Part. **Whereas** by Indenture bearing Date, &c. (*here recite the Leases in order as they bear Date*): **Now this Indenture witnesseth**, that the said G. N. and J. C. for divers good Causes and Considerations them hereto severally moving, **have**, and each of them **hath** surrendred and yielded up, and by these Presents **Do, &c.** unto the said J. J. Prebendary of the Prebend aforesaid, **All** the aforesaid Prebend, Rectory and Parsonage of W. aforesaid, with all its Rights, Members and Appurtenances, and all the Estate, Right, Title, Term and Terms and Interest of them the said G. N. and J. C. respectively, of, in and to the same, together with the said recited Indentures of Lease; **To have and to hold** the said Prebend, Rectory and Parsonage, and other the Premises, unto the said J. J. and his Successors and Assigns, and all the Estate, Right, Title and Interest whatsoever of them the said G. N. and J. C. of, in and to the same, or any Part thereof, to the Intent and Purpose that the said J. J. may be enabled to make a new Lease and Grant thereof to the said J. C. his Heirs and Assigns for three Lives: **And** the said J. J. doth

doth hereby declare, that he doth agree to accept, and doth accordingly accept of the Surrender hereby made, *to the Intent aforesaid.* **In Witness, &c.**

The Pre-
bend's Ac-
ceptance of
the Sur-
render.

Surrender of a Mortgage by Indorsement on the Mortgage Deed.

KNOW all Men by these Presents, That for and in Consideration of the Sum of, *&c.* to the within named (*Mortgagee*) in Hand paid by the within named (*Mortgagor*) being in full of all Principal and Interest Money due to him upon or by Virtue of the within written Mortgage, at or before the Executing hereof, the Receipt and Payment of which said Sum he the said (*Mortgagee*) doth hereby acknowledge, and thereof doth acquit and discharge the said (*Mortgagor*), his Heirs, Executors and Administrators, and every of them by these Presents, he the said (*Mortgagee*) **Doth** surrendred and assigned, and by these Presents **Doth** absolutely surrender and assign unto the said (*Mortgagor*), his Executors, Administrators and Assigns, **All** those the within mentioned Messuages, *&c.* with their Appurtenances, which in and by the within written Indenture were granted or demised to the said (*Mortgagee*), his Executors, Administrators and Assigns, for the Term of — Years, and all the Estate, Right, Title, Interest, Term of Years to come, Property, Claim and Demand whatsoever, either in Law or Equity, of him the said (*Mortgagee*) of, in or to the within mentioned and hereby assigned Premises, or any Part or Parcel thereof, by Virtue of the within written Indenture, or otherwise, together with the within written Indenture, and all such other Deeds, Writings and Evidences, as he the said (*Mortgagee*) hath in his Hands or Power relating to the Title of the said Premises, to the Intent that the said Term of — Years, for the now Residue thereof, may no longer have any Continuance or Subsistence, but may be for ever merged and extinguished in the Reversion of the said Premises, and may no ways be made use of to the Prejudice, Disadvantage or Interruption of any other Uses, Trusts, Terms or Estates already or hereafter to be limited, expressed or declared of and concerning the said Hereditaments and Premises. (*Covenant that he hath done no Act*). **In Witness, &c.**

(6.)

(a) *A Surrender of two Terms to the Heir at Law, by Indorsement on the Deed whereby they were created, the Trusts of the Terms having been performed.*

TO all to whom these Presents shall come, the within named *J. L.* sendeth Greeting. **Whereas** the within named *T. R.* and *M.* his Wife are both dead, and the several Trusts declared and appointed in and by the within written Indenture of the within mentioned Terms of 500 Years and 500 Years, are fully performed: **And whereas** the Reversion expectant on the within mentioned two Terms is now come to and vested in *T. R.* of — as the only Son and Heir of the within named *T. R.* and *M.* his Wife: **Now know ye**, that the said *J. L.* at the special Instance and Request of the said *T. R.* the Son, *Hath* released, surrendred and yielded up, and by these Presents *Doth, &c.* unto the said *T. R.* the Son, *The* several Manors, Messuages, *&c.* to him the said *J. L.* in and by the within written Indenture granted and limited for the said Terms of — and — and all the Estate, Right, Title and Interest of him the said *J. L.* by Virtue of the said Deed, or otherwise howsoever, together with the within written Indenture; **To have and to hold** the said Manors, Messuages, *&c.* to the said *T. R.* the Son, his Heirs and Assigns, *To* the Use of him the said *T. R.* the Son, his Heirs and Assigns for ever. **In Witness, &c.**

(7.)

Surrender of a Trust contained in an Indenture of Mortgage, and a Release of Claims, &c.

TO all Men to whom these Presents shall come, I *J. S.* of — send Greeting. **Whereas** in and by one Indenture of Mortgage bearing Date, *&c.* (*here recite the Mortgage*): **Now know ye**, and I the said *J. S.* do hereby declare, that my Name was made use of only in Trust for the Use, Benefit and Behoof of *E. G.* of — Gent. his Executors and Administrators: **And further know ye**, that I the said *J. S.* in Discharge of the said Trust in me reposed, and at the Request of the said *E. G.* **Have** surrendred, assigned and set over, and by these Presents **Do** for myself, my Executors and Administrators, freely and absolutely surrender, *&c.* unto the said *E. G.* his Executors, Administrators

(8.)

The Trust.

(a) Surrenders by Indorsements on the Deed, save the Recitals of the Deed itself, but are often done separately with Recitals.

strators and Assigns, *All* the Estate, Right, Title, Interest, Use, Trust, Benefit, Claim and Demand whatsoever, which I the said *J. S.* now have, or which I, my Executors or Administrators shall or may have or claim, of, in or to the said Premises, or of or in any Sum or Sums of Money, or any other Cause, Matter or Thing whatsoever, in the said Indenture contained, mentioned and expressed; so that neither I the said *J. S.* my Executors or Administrators, or any of us at any Time hereafter shall or will ask, claim, challenge or demand any Interest, Use, Benefit, Trust, Privilege or other Thing in any Manner whatsoever, by Reason or Means of the said Indenture of Mortgage, or any Covenant therein contained, but thereof and therefrom, &c. (Vide Tit. **Release.**) **In Witness, &c.**

A Surrender by two Persons of their joint Office of Collector of the Subsidies of Tonnage and Poundage in the Port of — into the King's Hands.

(9.)
First Letters
Patent.

Recital of the
Patent to *A. B.*

I**D** all to whom these Presents shall come, *A. B.* and *C. D.* of, &c. Esqrs. send Greeting. **Whereas** his late Majesty King *George* the First, by Letters Patent under his great Seal of *Great Britain*, bearing Date — in the — Year of his Reign, did grant unto — (both since deceased) and the said *C. D.* for their Lives, and the Life of the longest liver of them, *The Office* of Collector of the Subsidies of Tonnage and Poundage, to be received and collected in the Port of — and in all and singular Places and Creeks to the said Port belonging, together with the yearly Fee, Salary and Allowance of — and all other Fees, Perquisites, Profits and Advantages whatsoever to the said Office of Collector incident, belonging or appertaining: **And whereas** our Sovereign Lord the present King's most excellent Majesty, by Letters Patent, &c. (*as before*) to hold to him after the Determination of the Estate and Interest of the said *C. D.* in the said Office, for and during his natural Life, as by the said several Letters Patent, &c. **Now know ye**, that the said *A. B.* and *C. D.* for several good Causes and weighty Considerations, them thereunto moving, *Have*, and each of them *Hath* granted, *Surrendered*, and yielded up, and by these Presents **Do**, &c. unto our Sovereign Lord the present King's most excellent Majesty, his Heirs and Successors, *The Office* Fees, Perquisites, Salaries and Advantages, and other the Premises abovementioned, and every of them, and all their and each of their Estates, Rights, Title, Interest, Claim and Demand whatsoever, of, in and to the same Office, &c. and every Part and Parcel thereof, by Force and Virtue of the said several Letters Patent, or either of them, or otherwise howsoever, together with the said several Letters Patent themselves to be cancelled. **In Witness, &c.**

A Surrender of a Mortgage after the same had become forfeited for Non-payment of the Mortgage Money.

(10.)
Forfeiture.

T**H****I****S** Indenture, &c. **Between** *L. J.* of — Esq; of the one Part, and *Sir H. E.* of — of the other Part. **Whereas** by an Indenture bearing Date, &c. (*here recite the Mortgage Deed with the Proviso for Redemption therein, then say*) **And whereas** the said Sum of 10,000 *l.* (or as it happens to be) was not paid at the Days and Times, &c. **Now this Indenture witnesseth**, that the said *L. J.* for and in Consideration of the Sum of 10,000 *l.* of, &c. to him in Hand paid by the said *Sir H. E.* at or before the Sealing and Delivery of these Presents, the Receipt whereof, &c. **Hath** assigned and *surrendered*, and by these Presents **Doth**, &c. unto the said *Sir H. E.* his Heirs and Assigns, **all** and singular the said Messuages or Tenements, Lands, &c. (*Parcels, exactly as in the Mortgage*) and other the Hereditaments whatsoever herein before mentioned, and in and by the said recited Indenture demised and granted, or mentioned so to be, with the Appurtenances, unto the said *L. J.* **And also** all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever of him the said *L. J.* of, in and to the Premises, and of, in and to every Part and Parcel thereof; **To have and to hold** the said Messuages or Tenements, &c. and all and singular other the Premises with their and every of their Appurtenances, unto the said *Sir H. E.* his Heirs and Assigns, for such Estate, Term and Interest as he the said *L. J.* had or ought to have, of, in and to the same, by Virtue of the said recited Indenture of Mortgage. (*Covenant that he hath done no Act to incumber*). **In Witness, &c.**

A Surrender of a Mortgage by a surviving Executrix, reciting the Death of the Mortgagee and of the other Executrix.

THIS Indenture, &c. Between *M. A.* the surviving Executrix of the last Will and Testament of Sir *T. A.* late of — deceased, of the one Part, and *E. A.* of — of the other Part. *Whereas* the said *E. A.* by Indenture bearing Date, &c. (*here recite the Mortgage*): *And whereas* the said Sir *T. A.* (*the Mortgagee*) did some Time before his Death, duly make and publish his last Will and Testament in Writing bearing Date, &c. and thereof did ordain and appoint *B.* his Wife (who is since deceased) and the said *M.* his Daughter, his joint Executrices: *Now this Indenture witnesseth*, that the said *M. A.* for and in Consideration of the Sum of 5000*l.* of — to her in Hand well and truly paid by the said *E. A.* at or before the Sealing and Delivery, the Receipt whereof, &c. and thereof, &c. *hath* granted and *surrendered*, and by these Presents *Doth*, &c. *All* and singular the said Honours, Manors, &c. (*the Parcels as in the Mortgage*) and all the Estate, &c. *To have and to hold* the said Honours, Manors, &c. with their and every of their Rights, Members and Appurtenances, unto the said *E. A.* his Heirs and Assigns, for all such Estate, Term and Interest as the said *M. A.* hath, or ought to have, of, in and to the same (as surviving Executrix of her said late Father deceased) by Virtue of the said recited Indenture of Mortgage or otherwise howsoever. (*Covenant hath done no Act to incumber, and further Assurance*).

Surrender.

A Surrender from an Executor to the Heir, in Consideration of a certain Sum of Money, of a Term of seven Years devised by the Testator's Will to the Executor.

THIS Indenture, &c. Between *G. H.* of — of the one Part, and *G. R.* of — of the other Part. *Whereas* in and by the last Will and Testament of Sir *G. R.* bearing Date, &c. (*reciting the Will and the several Legacies thereby bequeathed*) of which said Will the said Sir *G. R.* did make, ordain and appoint the said *G. H.* sole Executor: *And whereas* the said *G. R.* now hath and is intitled to the immediate Reversion and Freehold of, in and to all the Manors, &c. herein after mentioned, being Parcel of the Premises whereof the Rents are so devised and bequeathed unto the said *G. H.* for seven Years in and by the said last Will and Testament as aforesaid, expectant immediately upon the Determination of the said Term of seven Years: *Now this Indenture witnesseth*, that the said *G. H.* for and in Consideration of a competent Sum of Money to him in Hand paid or secured to be paid by the said *G. R.* at or before the Sealing and Delivery of these Presents, for and towards the Payments of the several Legacies in and by the said last Will and Testament, ordered and appointed to be paid, the Receipt of which Money or Security for the same, &c. and for other good Causes and Considerations him thereunto moving, *hath* *surrendered*, yielded and given up, and by these Presents *Doth*, &c. unto the said *G. R.* all the Estate, Term of Years and Interest whatsoever of him the said *G. H.* by Virtue of the said recited last Will and Testament of the said Sir *G. R.* of and in all that the Manor, &c. and of and in all and singular Messuages, Lands, &c. whatsoever late of him the said Sir *G. R.* with their and every of their Appurtenances, &c. (*Covenant from Surrenderor against his own Acts*.) *In Witness*, &c.

Recital of the Will.

II. Surrenders of Copyhold Estates.

Surrender out of Court by a Widow in Favour of her Children; the eldest Son who is an (a) Infant is admitted to his Share by Guardian. (N.B. The Title of the Manor, and the Day when the Court was held, must be set forth before the Surrender.)

At this Court the Homage upon their Oath present a Surrender out of Court made by *A. B.* Widow (late one of the customary Tenants of the said Manor) into the Hands of the Lord of the said Manor by the Acceptance of — a Headborough in
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(1.)

Presentment of the Surrender.

(a) An Infant under the Age of 14 cannot forfeit his Copyhold by committing Waste, &c. because it will be deemed he wanted Discretion.

Surrender taken out of Court.

the Prefence of — Customary Tenants of the same Manor, in these Words following, *to wit*, **Manor of H. alias H. Rectory** in the County of *M.* **Be it remembered** that *A. B.* one of the Customary Tenants of the said Manor hath on the — Day of — in the Year — out of Court, and since the last Court Baron held for the said Manor, according to the Custom of the said Manor surrendered into the Hands of the Lord of the said Manor, by the Rod, by — Headborough, in the Prefence of — all Customary Tenants of the same Manor, **All** her Messuages, &c. with their and every of their Appurtenances holden of the said Manor situate, &c. *To the End* that the Lord shall again regrant the same to her three Children, that is to say, *To C. D.* all those, &c. *To E. D.* all those, &c. *(and so on, as the Case shall happen to be)*; *In Testimony* whereof the said — Headborough and Tenants have hereunto set their Hands the Day and Year first above written: **And** they further present, that the said Surrender was presented, and the Homage (according to the Custom of the said Manor) at a general Court Baron held for the said Manor on — **And** now at this Court came the said *C. D.* the Son being an Infant of the Age of 13 Years or thereabouts, by *J. S. Gent.* now admitted to be his Guardian, and humbly prayed to be admitted Tenant to — *(the Parcels of the Estate)* according to the Form and Effect of the said Surrender, to which said *C. D.* (by his Guardian aforesaid) here present in full Court the Lord of the said Manor, by his said Steward, did grant Seisin thereof by the Rod; **To have and to hold** the said, &c. unto the said *C. D.* according to the Form and Effect of the said Surrender of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor by the Rents and Services therefore due and of Right accustomed; and he gave to the Lord for a Fine for such his Estate and Entry into the Premises, as appears in the Margin, and Fealty was respited; and so saving always the Right of the Lord, the said *C. D.* was admitted Tenant thereof in Form aforesaid; **And** at this Court the Lord of the Manor aforesaid, by his said Steward, did assign and appoint the said *J. S.* to be Guardian of the said *C. D.* (during his *(a)* Minority) to receive and take the Rents, Issues and Profits of the Premises, and thereof unto him the said *C. D.* (when he shall come of full Age) to render a full Account according to the Custom of the said Manor, for which he paid to the Lord for a Fine as appears in the Margin.

Admittance by Guardian.

Fine 2 l. 6 s. 8 d.

Fine 6 s. 8 d.

A Surrender of (b) Copyhold Lands in Court by an Attorney to a Surrenderee in Person.

(2.)
The Surrender.

ALSO at this Court the Homage aforesaid, upon their Oaths present, that *D. N.* of — Esq; one of the Customary Tenants of this Manor came here in full Court by *N. T.* of — Gent. his Attorney, by Virtue of a Letter of Attorney under the Hand and Seal of him *D. N.* bearing Date, &c. and hereafter inrolled *verbatim*, and surrendered into the Hands of the Lord of the said Manor by the Rod, according to the Custom of the said Manor, by the Acceptance of the Steward, **All** that one Acre of Customary Land, &c. (where unto the said *D. N.* was admitted at a general Court Baron held for the said Manor on the — Day of — as by the Rolls of the same Court may appear; **To the Use** and Behoof of *M. H.* and of his Heirs and Assigns for ever: **And** now at this Court the said *M. H.* comes in his proper Person, and humbly prays to be admitted Tenant to the Premises aforesaid, according to the Form and Effect of the said Surrender, to which said *M. H.* here personally present in full Court the Lord of the Manor aforesaid, by his said Steward, did grant Seisin thereof by the Rod; **To have and to hold** the said one Acre, &c. with the Appurtenances, unto him the said *M. H.* his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; and he gave to the Lord for a Fine for such his Estate and Entry into the Premises as appears in the Margin, and Fealty is respited; and so saving always the Right of the Lord, the said *M. H.* was admitted Tenant thereof in Form aforesaid. **Know all Men** by these Presents, &c. *(The Letter of Attorney to be inserted at large).*

The Admission.

Fine 10 l.

A Surrender to the Use of a Purchaser, taken out of Court.

(3.) **M**emozandum, that the Day and Year above written, *T. V.* of *H.* in the County of *M.* Clerk, Customary Tenant of the said Manor, and *J.* his Wife, came before me *W. L.*

(a) An Infant, who surrenders his Copyhold during Minority, may enter at his full Age without being freed.
(b) Copyhold Lands not transferrable, exchangeable or devisable by any Conveyance but Surrender.

W. L. Esq; Steward of the said Manor, and did out of Court (the the said *J.* being solely and secretly examined by me the said Steward) surrender into the Hands of the Lord of the said Manor, by the Hands and Acceptance of me the said Steward, **All** those six Sellions of Customary Lands in *R.* within the said Manor, with their and every of their Appurtenances, now or late in the Tenure or Occupation of — Widow, and all other the Customary Lands and Hereditaments, which he the said *T. V.* in his own Right doth hold of the said Manor of *R.* **To the Use** and Behoof of *W. P. W.* of — *Esq;* his Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor.

Taken the Day and Year first above written
(being duly (a) stamped) by me.

A Surrender of a Copyhold Estate, by way of Mortgage, by Husband and Wife.

The Manor of, &c. in }
the County of, &c. }

The Day of the Month and the Year, and
the Year of the Reign when taken.

Memorandum, that the Day and Year above written *G. B. Esq;* and *S.* his Wife, (being only Daughter, Devisee and Heir of *G. M. Esq;* deceased, and one of the Copyhold Tenants of the Manor aforesaid) came before me *F. M. Gent.* Steward of the said Manors out of Court, (the the said *S.* being first solely and secretly examined by me the said Steward as the Manner is, and consenting) and surrendered into the Hands of the Lord of the said Manors by the Rod, by the Hands and Acceptance of me the said Steward, according to the Custom of the said Manors, **All** those their Copyhold Messuages, &c. **To the Use** and Behoof of *R. S. (the Mortgagee)* his Heirs and Assigns for ever: **Pro-** Provide;
vided always, and upon this Condition nevertheless, that if the said *G. B.* and *S.* his Wife, or either of them, their or either of their Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the said *R. S. (the Mortgagee)* his Executors, Administrators or Assigns, the full and just Sum of, &c. on the — Day of — now next ensuing, without any Deduction or Abatement whatsoever, then this Surrender to be void, or else to stand and be in full Force and Virtue. (4.)

Conditional Surrender or Mortgage of Copyholds, and Satisfaction acknowledged after Payment of the Mortgage Money.

ALSO at this Court the Homage aforesaid, upon their Oath present a Surrender (5.)
out of Court, made by *J. S.* one of the Customary Tenants of the said Manor, in these Words following, viz. *Manor of, &c.* to wit, **Be it** remembered, that on the — Day of — in the Year — *J. S.* Citizen, &c. (a Customary Tenant of the Manor aforesaid) out of Court, on the Day and Year abovesaid, did surrender into the Hands of the Lord of the said Manor, by the Rod, by the Hands and Acceptance of *J. T. Headborough* and *O. G. Esq.* seven Customary Tenants of the Manor aforesaid, **All** those, &c. (the Parcels) **To the Use** and Behoof of *E. G.* of — Mariner, his Heirs and Assigns for ever, **Upon** and under this Condition nevertheless, that if the said *J. S.* his Heirs, Executors, Administrators or Assigns, or any of them, shall and will well and truly pay, or cause to be paid unto the said *E. G.* his certain Attorney, Executors, Administrators or Assigns, or any of them, the Sum of — of, &c. at or in, &c. in Manner and Form following; (that is to say) on the — Day of — next ensuing the Date of these Presents, the Sum of — Part thereof, and on the — Day of — then next ensuing, which will be in the Year, &c. the Sum of — Residue thereof, in full Payment and Satisfaction of the said Sum of — that then and from thenceforth these Presents shall be utterly void and of none Effect; and that then and therefrom the Lord of the Manor aforesaid shall reconvey all and every the said Tenements, &c. with the Appurtenances, unto him the said *J. S.* his Heirs and Assigns; **To have and to hold** as in his and their first and former Estate; these Presents, or any Thing herein contained to the contrary thereof, in any wise notwithstanding. **In Witness** whereof the said *J. S.* and Headborough and Tenants, have hereunto subscribed their Names the Day and Year first above written. Provide for Redemption.

(a) These Surrenders must be on 2 s. and 3 d. Stamps.

Satisfaction acknowledged.

BE it remembered, that on this — Day of — E. G. in this Surrender named, came before me the said — Steward of the said Manor, and acknowledged himself to be fully satisfied and paid by the said J. S. the said Sum of — due and payable by the Condition of the said Surrender; *In Testimony* whereof as well the said E. G. as I the said Steward have hereunto set our Hands,

E. G.
W. M. Steward.

(a) *Surrender out of Court, and Admission after a shorter and another Method different from the former.*

- (6.) **A**T this Court it is presented by the said Homage, that B. A. one of the Customary Tenants of this Manor, since the last Court, to wit, on the — Day of — in the Year — according to the Custom of the said Manor, surrendered into the Hands of the Lord of the said Manor, by the Hands of — two other Customary Tenants of the said Manor, *Two Acres, &c. (the Parcels)* with the Appurtenances, **To the Use** and Behoof of F. G. of — Yeoman, his Heirs and Assigns for ever: **And now** at this Court the said F. G. came and prayed to be admitted Tenant to the Premises aforesaid, with the Appurtenances, *To whom* the Steward granted Seisin thereof by the Rod; *To have and to hold* the said Premises, with the Appurtenances, to the said F. G. his Heirs and Assigns for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent of 4 *d.* Fealty, Suit and other Services therefore due and of Right accustomed; and he gives to the Lord for a Fine for such his Entry, as appears in the Margin, and did Fealty, and is thereupon admitted Tenant.

Surrender to the Use of a Tenant's Will.

- ((7.) **A**T this Court A. B. one of the Customary Tenants of this Manor, surrendered into the Hands of the Lord, by the Hands and Acceptance of the Steward of the said Court, *The fourth Part, &c.* with the Appurtenances, **To the Use** and Behoof of his last Will and Testament, and to such Person or Persons, and for such Estate or Estates, as by such last Will and Testament in Writing shall be limited, specified or appointed, &c.

Surrender of a Copyhold Estate for Lives, and a new Grant taken by Virtue of a Letter of Attorney (the Party being sick.)

- (8.) **A**T this Court came B. R. of — Yeoman, by Virtue of a Letter or Warrant of Attorney in Writing, bearing Date, &c. and made by T. R. within the Manor aforesaid, and now shewn in Court, which said T. R. claims to hold for the Term of his Life, and the Life of R. his Son, by Copy of the Rolls of the Court of the said Manor, bearing Date, &c. one Close of Land, &c. and all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand, as well of the said T. R. as of the said R. his Son (together with the said Copy to be cancelled) the said T. R. being sole Purchaser of the said Premises, the said B. R. (*the Attorney*) for and in the Name of the said T. R. in the said Court surrendered into the Hands of the Lord, that the Lord might thereupon do his Will, whereupon there fell to the Lord a Heriot, which is included in the Fine underneath, upon which in the same Court came the said T. R. again, by the said B. R. his said Attorney, and took a new of the Lord in the same Court, by Delivery by the said Steward, all and singular the said Close and Premises, &c. with all and singular their Appurtenances; *To have and to hold* the Close and Premises aforesaid, with all and singular the Appurtenances, to the said T. R. as also to the said R. his Son, and to J. Daughter of the said R. for the Term of their Lives, and the Life of the longer Liver of them, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent therefore of 10 *s.* and one Heriot when it shall happen, and by all other Charges, Works, Suits,

(a) If the Surrenderor be in Prison, the Steward may go to him and take his Surrender.

Suits, Customs and Services therefore antiently due and of Right accustomed; and for such Estate and Entry so had in the said Premises, the said T. R. gives to the Lord for a Fine 40*l.* in Hand, and so by the said B. R. his Attorney he is thereupon admitted Tenant, but his Fealty and the Fealty of the others are respited until, &c.

A Surrender of a Copyhold for three Lives, and a new Estate taken, and Power to grant Leases.

AT this Court came A. B. who claims to hold for the Term of his Life, and for the (9.)
Lives of C. his Son, and D. the Daughter of the said C. the Son, by Copy of the Court-Rolls of the said Manor, bearing Date, &c. one Close, &c. with the Appurtenances, within the Manor aforesaid; and the said A. B. the Father, being the sole Purchaser of the said Premises, surrendered in Court into the Hands of the Lord, that the Lord might thereupon do his Will, all and singular the said Premises, and all the Estate, &c. as well of the said A. B. the Father, as of the said C. and D. the Son and Daughter, and of each and every of them, (together with the Copy thereof to be cancelled) whereupon there fell to the Lord a Heriot which is included in the underwritten Fine; upon which in this same Court, the said A. the Father, and C. the Son, came and took of the Lord in the same Court, all and singular the Premises above mentioned, with the Appurtenances; *To have and to hold* all and singular the said Premises, with the Appurtenances, to the said A. the Father, and C. his Son, as also to D. the Daughter of the said C. the Son, for their Lives, and the Life of the longer Liver of them, at the Will of the Lord, according to the Custom of the said Manor, by the Rent of — by the Year, and one Heriot when it shall happen, and by all other Rent-Charges, Works, Suits, (a) Customs and Services therefore due and of Right accustomed; and for such Estate and Entry so to be had in the Premises, the said A. B. the Father, and C. his Son, give to the Lord for a Fine 20*l.* in Hand paid, and so the said A. the Father is admitted Tenant and did Fealty, but the Fealty of the said C. the Son, and D. the Daughter, are respited until, &c. (until the Death of A.) and further Licence is granted to the said A. the Father, and C. his Son, to demise the said, &c. for Power to grant Leases for 21 Years now next ensuing, if the said A. B. the Father, C. the Son, and D. the Daughter, or either of them shall so long live, so that the House, &c. (Covenant to repair and pay Rent, otherwise the Licence to be void; vide **Surrenders** in First Volume, p. 806.) Fine of 20*l.*

A Surrender in Fee in order to suffer a Recovery to bar the Intail, (after the Presentment of the Death of a Tenant in Tail, and the Admission of a Cobeir Issue in Tail, and his Surrender in Fee and Admittance thereon) say,

AND afterwards at this same Court A. B. comes in his proper Person, and complains (10.)
against the said C. D. in a Plea of Land, (that is to say) of the said Moiety or The Re-
Half-Part, &c. (the Parcels) and makes Protestation to prosecute his Plein in this Court, recovery.
in the Form and Nature of a Writ of Right at the Common Law, according to the Custom of the said Manor, and finds Pledges to prosecute the same in Form aforesaid, viz. J. D. and R. R. and desires Process, according to the Custom of the said Manor against the said C. D. returnable here at this Court without Delay; and it is granted him; and thereupon the said C. D. being present here in Court, freely offereth himself to answer to the said A. B. without further Process to him directed; whereupon the said A. B. comes and demands against the said C. D. the said Moiety or Half-Part, &c. with the Appurtenances within the Jurisdiction of this Court, holden of the said Manor by Copy of Court-Roll as his Right and Inheritance, according to the Custom of the said Manor, and whereof he saith he was seised in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, in the Time of Peace in the Time of the present King, by taking the Profits thereof to the Value, &c. and that his Right is such he offereth, &c. And thereupon the said C. D. comes and denies the Right of the said A. B. Declaration
against the
Tenant.
The Plea;
when, &c. and his Seisin, of which Seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said Moiety or Half-Part, &c. with the Appurtenances in his Demesne, as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, and voucheth to warrant the Premises, with the Appurtenances, the said E. F. (b) the Tenant in Tail) who being here likewise present in Court, also appears freely with-
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(a) When the Customs are not performed, the Surrender is void.

(b) If a Tenant in Tail comes in as a Vouchee, it is a Bar to the Issues in Remainder.

out further Proceſs to him directed, and the ſaid Moiety, &c. with the Appurtenances, unto him doth warrant; *Whereupon* the ſaid *A. B.* comes and demands againſt him the ſaid Count againſt the Vouchee. *E. F.* Tenant by his Warranty aforeſaid, the ſaid Moiety, &c. with the Appurtenances, in Form aforeſaid, and whereof he ſaith he was ſeiſed in his Demefne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in the Time of Peace in the Time of the preſent King, by taking the Profits thereof to the Value, &c. and that his Right is ſuch he offereth, &c. and thereupon the ſaid *E. F.* Tenant Plea. by his Warranty aforeſaid comes and denies the Right of the ſaid *A. B.* when, &c. and his Seiſin, of which Seiſin, &c. the whole, &c. and whatſoever, &c. and eſpecially of the ſaid Moiety, &c. with the Appurtenances, in his Demefne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, and voucheth to warrant the Premiſſes, with the Appurtenances, *G. H.* who being likewise preſent here in Court, alſo appeareth freely without any further Proceſs unto him directed, and the ſaid Moiety, Count againſt the Common Vouchee. &c. with the Appurtenances unto him doth warrant; *Whereupon* the ſaid *A. B.* comes and demands againſt him the ſaid *G. H.* Tenant by his Warranty aforeſaid the ſaid Moiety, &c. with the Appurtenances in Form aforeſaid, and whereof he ſaith, that he was ſeiſed in his Demefne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in Time of Peace in the Time of the preſent King, by taking the Profits thereof to the Value, &c. and that his Right is ſuch he offereth, &c. *And thereupon* the Plea. ſaid *G. H.* Tenant by his Warrant aforeſaid comes and denies the Right of the ſaid *A. B.* when, &c. and his Seiſin, of which Seiſin, &c. the whole, &c. and whatſoever, &c. and eſpecially of the ſaid Moiety or Half-Part, &c. with the Appurtenances, in his Demefne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, and puts himſelf upon the Homage of this Court in the Place and Stead of the Great Aſſiſe at the Common Law, according to the Cuſtom of the ſaid Manor, and Issue joined. prayeth a Recognition thereupon to be had, whether he hath more Right to have and to hold the ſaid Moiety, &c. with the Appurtenances, as Tenant thereof by his Warranty, ſo as he now holdeth the ſame, or the ſaid *A. B.* to have and to hold the ſaid Moiety, Impar lance. &c. with the Appurtenances, ſo as he above demandeth the ſame; *And thereupon* the ſaid *A. B.* craves Leave to imparl until five o'Clock in the Afternoon of this ſame Day; and it is granted; the ſame Time is given to the ſaid *G. H.* here, &c. And afterwards at the ſaid Hour of five in the Afternoon of this ſame Day, the ſaid *A. B.* comes here again into Court; but the ſaid *G. H.* returneth not again into Court, altho' he was ſolemnly called, but departed in Contempt of the Court and maketh Default; *Whereupon* in full Court, Common Vouchee maketh Default. open and publick Proclamation is made, that if any one layeth Claim to the Premiſſes, Proclamation. he ſhall come in before final Judgment be given; and none came; *Therefore* according to Judgment againſt the Tenant. the Cuſtom of the ſaid Manor, from Time immemorial uſed and approved of, it is conſidered by the Court here, that the ſaid *A. B.* do recover his Seiſin againſt the ſaid *C. D.* of the ſaid Moiety, &c. with the Appurtenances, *To hold* to him and his Heirs quit of the ſaid *C. D.* and his Heirs, and of the ſaid *E. F.* and his Heirs, and of the ſaid *G. H.* and his Heirs, and that the ſaid *C. D.* have of the Lands and Tenements of the ſaid *E. F.* within the Jurisdiction, &c. to the Value, &c. and that the ſaid *E. F.* have of the Lands and Tenements of the ſaid *G. H.* within the Jurisdiction, &c. to the Value, &c. and the ſaid *G. H.* is amerced; *And thereupon* the ſaid *A. B.* craveth of the Lord of the Writ of Seiſin. Manor aforeſaid, a Precept to be directed to the Officer of this Court, to cauſe him to have full Seiſin of the Premiſſes, with the Appurtenances, returnable here at this Court without Delay; and it is granted; *And afterwards* at this ſame Court comes *J. K.* the The Return. Miniſter (or Officer) of this Court, and returneth that he, by Virtue of the ſaid Precept to him directed this ſame Day, hath cauſed the ſaid *A. B.* to have full Seiſin of the ſaid Moiety, &c. with the Appurtenances, as by the ſaid Precept to him directed was commanded; by Virtue of which Recovery and Seiſin thereupon had as aforeſaid, the ſaid *A. B.* entered into the ſaid Moiety, &c. with the Appurtenances, and was thereof ſeiſed in his Demefne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor; and being ſo ſeiſed by Virtue of the Recovery and Execution had and made in Form aforeſaid, the Lord of the ſaid Manor out of his ſpecial Favour, for the better The Lord's Confirmation. Ratification and Confirmation of all and ſingular the Premiſſes here in full Court by his ſaid Steward, did give and deliver unto the ſaid *A. B.* full Seiſin, of the Premiſſes, with the Appurtenances, by the Rod; *To have and to hold* the ſaid Moiety, &c. with the Appurtenances, unto him the ſaid *A. B.* his Heirs and Aſſigns for ever, of the Lord of the Manor aforeſaid, by the Rod, according to the Cuſtom of the ſaid Manor, by the Rents and Services therefore due and of Right accuſtomed; but he paid no Fine to the Lord, becauſe

because this Recovery was only had for further Assurance, and Fealty was remitted; and so saving always the Right of the Lord, the said *A. B.* was admitted Tenant in Form aforesaid.

Terms and (a) Trusts.

How created, and by what Words introduced in Deeds of Settlement, &c.

Witnesseth, that for the Consideration aforesaid, and in further Pursuance and Part of (1.)
Performance of the said Marriage Articles, and for settling, &c. and in Consideration of 10*s.* **Doth**, &c. (*the Words of the Grant*) **All**, &c. (*the Parcels*) to the several Uses, Intents and Purposes, and subject to and under the several Provisoos, Trusts, Limitations, Powers and Agreements herein after expressed, limited, declared and appointed of and concerning the same, viz. *As to, for and concerning the said, &c. (some Part of the Estate)* **To the Use** of *A. and B. (the Trustees)* their Executors, &c. for and during, 1000 Years Term created;
and unto the full End and Term of 1000 Years, from thence next ensuing, and fully to be compleat and ended, *sans Waste*, upon the several Trusts, &c. after mentioned concerning the said Term; *And as to, for and concerning some other Part of the Estate,* **To the Use** and Behoof of the said *A. and B.* their Executors, &c. for 1500 Years (*as before*) Another Term.
Upon Trust, that in case the said *J. S.* shall happen to have an Heir Male of his Body, begotten on the Body of — (*his Wife*) or any other Child or Children by her, be they Son or Sons, Daughter or Daughters, born or to be born at the Time of, or after his Decease, &c. (*Trusts support and uphold various Uses; vide Marriage Settlements.*)

A Trust decreed in Chancery for a Sale of so much of the Trust Estate, as together with Half of the Personal Estate would pay off the Debts, and that the Plaintiff should have the other Moiety at his own Disposal.

THIS Indenture, &c. Between *W. R.* of — Esq; of the one Part, and *W. R.* (2.)
of — Gent. and *H. J.* of — Gent. of the other Part, **Witnesseth**, that the said *W. R.* as well for and in Consideration of the natural Love and Affection he hath and beareth unto *T. J. A.* and *H. R.* Sons and Daughters of him the said *W. R.* and for Raising of their Portions out of the Messuages, Lands and Tenements herein after mentioned, and for settling the same Messuages, &c. to the Uses, Intents and Purposes herein after expressed, limited and declared, according to and in Pursuance of, &c. as also for divers other good Causes and valuable Considerations, him the said *W. R.* thereunto moving, **Doth** granted, assigned, released and confirmed, and by these Presents **Doth**, &c. unto the said *W. R.* (*the Heir at Law*) and *H. J.* **All** that, &c. (*the Parcels*); **To have and to hold** all and singular the Premises aforesaid, wherein the said *W. R.* hath an Estate of Inheritance, with their and every of their Appurtenances, unto the said *W. R.* and *H. J.* *Habendum of the Real Estate.*
their Heirs and Assigns; **And to have and to hold** all other the Premises, with their and every of their Appurtenances, unto the said *W. R.* and *H. J.* their Heirs, Executors, Administrators and Assigns, for and during the Continuance of all and every the respective Estates, which the said *W. R.* at the Time of the Execution of these Presents hath therein, to the several Uses, &c. (*then it goes on and declares the Uses; vide Tit. Uses*); *Of the Personal Estate.*
and as for and concerning all other the Premises, to the Use of the said *W. R.* the Son, and his Assigns, for and during the Continuance of the respective Estates, that then shall be to come and undetermined in the same Premises; and the true Intent and Meaning of these Presents, and of the Parties hereunto, is and are, and the special Trust and Confidence in them the said *W. R.* the Son, and *H. J.* their Executors, Administrators and Assigns, shall out of the Rents, Issues and Profits of the said Premises (so limited to them as herein after is particularly mentioned) raise and levy, as soon as conveniently may be, for the Portions of — and — Daughters of the said *W. R.* the Father; (*then it goes on with the Trusts for raising Portions and Maintenances for younger Children, Sons and Daughters; vide first Settlement before Marriage.*) **In Witness**, &c.

(a) Of the Difference between Uses and Trusts, vide First Vol. p. 675.

Part of a Deed of Trust for settling several Freehold and Leasehold Estates, (beginning at the Habendum).

- (3.) **TO** have and to hold the said Manors or Lordships, &c. with their and every of their Rights, Royalties, Members and Appurtenances, unto the said *N. W.* and *P. N.* (the Trustees), their Heirs and Assigns, to the Use of them the said *N. W.* and *P. N.* their Heirs and Assigns, **Upon Trust** in the first Place to settle and convey the several Manors, Lands, &c. (then the Deed declares the Uses of the Trust, as before in Marriage Settlements): **And this Indenture further witnesseth**, that the said *J. W.* for the Consideration aforesaid, hath granted, bargained, sold, assigned, transferred and set over, and by these Presents **Doth**, &c. unto the said *N. W.* and *P. N.* their Executors, Administrators and Assigns, **All** and every the Houses and Leasehold Estates of him the said *J. W.* &c. **To have and to hold** the said Leases and Leasehold Premises unto the said *N. W.* and *P. N.* their Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder of the said respective Terms thereof respectively granted, and now to come and unexpired, subject to the Rents and Covenants in the said respective Leases contained, on the respective Tenants Parts to be paid, done and performed, **Upon Trust** absolutely to sell the same either together or in Parcels, and to pay and apply the Monies arising by such Sale or Sales towards Payment of the said Debts in Manner aforesaid, according to the said recited Agreement, &c. (For more Variety of Uses and Trusts, vide Declarations, and Limitations of Uses and Trusts, and Tit. Marriage Settlements.)
- The Real Estate.
The Trust.
The Leasehold Estate.
Trust to sell for Payment of Debts.

Uses.

AS to Uses, vide Declarations, Limitations of Uses and Trusts, and Marriage Settlements.

Valuations.

Valuation of a Ship by two Shipwrights, under a Commission of Bankruptcy.

- (1.) **W**hereas *A. E. J.* and *O.* Assignees appointed by the Commissioners named and authorised in and by a Commission of Bankruptcy lately issued, out and awarded against *B. C.* late of, &c. having by Writing under their Hands and Seals, dated, &c. desired and authorised us *J.* and *S.* (two Appraisers, by them the said Assignees indifferently chosen and appointed) to view, value and appraise the good Ship called the *N. S.* lately belonging to the said *E. C.* (the Bankrupt) together with all Tackle, Apparel, Ordnance, Ammunition, Boat, and all other the Furniture to her belonging, as thereby may appear; **We** the said *J.* and *S.* of — Shipwrights, do hereby declare, that we have accordingly viewed and appraised the said Ship, with her Masts, Yards, Sails, standing and running Rigging, one old long Boat, and all other the Furniture and Appurtenances belonging to the said Ship, as she came from Sea and put into Port, and do value the same at the Sum of — *l.*
- The Deputation.
The Valuation.

Valuation of an Average of the Goods lost, and Freight, &c.

- (2.) **W**hereas *A. E.* and *J.* being by Virtue of a certain Writing under the Hands and Seals of the Master and Freighters of the Ship *K.* Burthen about 200 Tons, now at Anchor in the River of *Thames*, and lately arrived from — dated the, &c. requested, authorised and impowered to adjust and settle the Value of the Goods thrown overboard in the Storm and bad Weather which the said Ship met withal in her homeward Voyage, with the Freight for the same, and of the Goods remaining on Board, and of the Ship as she now is, with her Freight, and of the Ship's Mizen Mast cut in the Storm for the Preservation of the Ship, do declare our Valuation of the Premises as followeth, &c. (the Appraisement).

Warrants

Warrants of Attorney.

A Warrant of Attorney from several Creditors of a Person deceased, to bring Actions at Law, or file Bills in Equity; and an Appointment of a Cashier for raising and paying Money for defraying the Expences.

Whereas *T. U.* late of — deceased, died indebted to us whose Names are hereunder subscribed, and to several other Persons by Bond, Bill, Note or otherwise: **Now know all Men by these Presents,** that we the said Creditors do hereby authorise, order, appoint and empower *J. T.* of — to be our Attorney, Agent and lawful Solicitor, and for us and in our Names, and on our Behalf, to exhibit or prosecute one or more Bill or Bills in the High and Honourable Court of Chancery, against such Person or Persons as he shall be advised, for an amicable Discovery and Account of the Estate and Effects of the said *T. U.* which is or are, or shall or may be liable to the Payment of our said Debts; **And also** in our Names and on our Behalf to commence or prosecute any Action or Actions, Suit or Suits in Law or Equity, or otherwise, as he the said *J. T.* shall be advised, against any Person or Persons whomsoever who hath or have possessed, or shall possess himself or themselves of such Estate and Effects of the said *T. U.* in order to the Recovering of the said Debts; **For** the doing of which this shall be a sufficient Warrant to the said *J. T.* **And** in order for the Carrying on and effectually prosecuting such Suit or Suits, Action or Actions, **We** the said Creditors do hereby nominate, constitute and appoint *W. W.* of — one of the said Creditors, Cashier in that Behalf, and do hereby also promise and agree to and with the said *W. W.* that on his giving ten Days Notice in Writing to each of us, we will from Time to Time advance and pay to the said *W. W.* according to a Pound Rate, such Sum and Sums of Money, at such Time and Place as he shall by such Notice in Writing appoint, as a Contribution towards Defraying the Charges of such amicable Suit or Suits, Action or Actions. **As witness** our Hands, &c.

(1.)

A Warrant of Attorney to take Seisin, in an Indenture.

AND the said *A. B.* (the Feoffor) hath nominated, constituted and appointed, and by these Presents doth nominate, constitute and appoint the said *C. D.* (who must be Party to the Deed) his true and lawful Attorney, for him and in his Name and Stead to enter into and take full and peaceable Possession and Seisin of all and singular the above mentioned Messuages, Lands, Tenements, Hereditaments and Premises, or of some Part thereof, in the Name of the Whole, unto the said *E. F.* (the Feoffee) or (if the Case is so) to the said *G. H.* (his Attorney) in that Behalf lawfully authorised, or to either of them, according to the Form, Effect and true Meaning of these Presents; and the said *E. F.* (the Feoffee) hath nominated, constituted and appointed, and doth by these Presents nominate, constitute and appoint the said *G. H.* his true and lawful Attorney, (who must also be Party to the Deed) for him and in his Name and Stead to receive and take of and from the said *A. B.* or the said *C. D.* or either of them, Possession and Seisin of all and singular the Premises, or of some Part thereof, in the Name of the Whole, and such Possession and Seisin thereof so taken, to hold and to keep to the Use of the said *E. F.* his Heirs and Assigns, according to the Effect, and true Intent and Meaning of these Presents. **In Witness,** &c.

(2.)

Steward's Warrant to Bailiff, &c. to seise Heriots.

Whereas I am informed that *C. D.* a Copyhold Tenant of the Manor of — of two Copyhold Tenements lying in the said Manor, and Part and Parcel of the same, is dead, whereby two Heriots are due to *A. B.* Lord of the said Manor: **And whereas** I am informed that the said *C. D.* or some other Person or Persons, hath lately felled or cut down in and upon the said Copyhold Tenements, several Timber-Trees of Oak, Ash and Elm: **These** are to authorise and require you, and each of you, to seise and take into your Custody, or either of your Custodies, two Heriots of the best Goods of the said Deceased *C. D.* and them safely keep for the Use of the said Lord of the said Manor: **And further,** you are hereby required to seise and take into your Custody all such Timber-Trees

(3.)

Trees which you, or either of you, know or find to have been felled on the said Copyhold Tenements, or either of them, and them safely keep for the Use of the Lord of the said Manor: *And you* are hereby further authorised and required immediately to make an actual Entry into and upon the said two Copyhold Tenements, or any Part thereof, in the Name of the Whole, for and in the Name of the Lord of the Manor, and Possession thereof to hold and keep for and to the Use of the Lord of the said Manor, his Heirs and Assigns, (the said Tenements being fallen into the Hands of the Lord of the said Manor by the Death of the said C. D.) and for your and either of your so doing, this shall be your sufficient Warrant. *Given, &c.*

To *A. B.* Bailiff of the said Manor of *S.* in the County of *D. P. A.* and *R. W.* jointly and severally, these.

A special Warrant of Attorney from one of the Creditors of Mr. H. V. to acknowledge Satisfaction upon a Judgment as to her Debt only thereby secured.

(4.) **W**hereas by Indenture *Tripartite*, bearing Date, &c. and made between the Honourable *H. V.* Esq; (eldest Son and Heir apparent of the Right Honourable *G. Lord B.* of the first Part, *J. N.* Jeweller, (one of the Creditors of the said *H. V.*) and *E. E.* Gent. of the second Part, and *E. C.* of, &c. Widow, and several Persons therein named, other Creditors of the said *H. V.* of the third Part, therein reciting (amongst other Things) that the said *H. V.* was then indebted unto the said *E. C.* in the Sum of 589*l.* 11*s.* 8*d.* and also to his said other Creditors in the several Sums of Money therein particularly mentioned, *It is witnessed*, and the said *H. V.* did thereby covenant and agree to and with the said *J. N.* and *E. E.* that they should receive the Rents, Issues and Profits of the several Messuages, Farms, Lands and Hereditaments therein particularly mentioned, *Upon Trust* to raise and pay amongst the said Creditors their said several Debts therein mentioned, to her the said *E. C.* the said Debt of 589*l.* 11*s.* 8*d.* together with Interest for the same at the several Times and in such Manner as therein also mentioned: **And** for the better securing Payment to the said several Creditors of their said respective Debts, the said *H. V.* confessed a Judgment unto the said *J. N.* and *E. E.* in his Majesty's Court of Exchequer at *Westminster* for the Sum of 4000*l.* besides Costs of Suit, which Judgment hath been since entered upon Record in the said Court, as by the said Indenture and Record of the said Judgment may appear: **And whereas** the said *E. C.* hath been fully paid and satisfied her said Debt of 589*l.* 11*s.* 8*d.* and all Interest Monies due for the same: **Now these Presents witness**, that I the said *E. C.* (in Consideration of my said Debt and Interest being so paid to me as aforesaid, the Receipt whereof is by me hereby acknowledged) do hereby direct, authorise and empower the said *J. N.* and *E. E.* jointly or severally, or their or either of their Attornies, to acknowledge Satisfaction upon the Record of the said Judgment so entered up in the said Court of Exchequer, so far only as relates to and in respect of my said Debt of 589*l.* 11*s.* 8*d.* and the Interest thereof, and all Costs, Charges and Damages touching or concerning the same, but not to extend, or be deemed or construed any further or otherwise howsoever; and that these Presents shall be to you the said *J. N.* and *E. E.* or any other Attornies by you, or either of you, to be appointed for that Purpose, a sufficient Warrant and Discharge for your so doing. **In Witness, &c.**

The Warrant.

Warrant from a Lord of a Manor to a Steward, appointing him to keep Courts.

(5.) **N**OW all Men by these Presents, that I *A. B.* of, &c. Esq; Have made, constituted and appointed, and by these Presents *Do, &c.* *C. D.* of, &c. Gent. my Steward of all my Manors, Lordships and Hereditaments in the Counties of *H.* and *S.* Giving and hereby granting unto him the said *C. D.* and to his sufficient Deputy or Deputies in that Behalf to be made, and to each and every of them, full Power and Authority to keep and hold all my Courts Leet, View of Frankpledge, Courts Baron, and other Courts within the Limits and Jurisdictions of the said Manors or Lordships; and finally to do and execute all Acts, Matters and Things whatsoever, which to the Office of a Steward belong or appertain during my Will and Pleasure. **In Witness, &c.**

A War-

A Warrant from a (a) Steward of a Manor to a Deputy, appointing him to hold Courts.

Whereas *A. B.* of, *Esq.* hath lately constituted and appointed me *C. D.* his Steward of all his Manors, Lordships and Hereditaments in the Counties of *H.* and *S.* and given and granted unto me the said *C. D.* and to my sufficient Deputy and Deputies in that Behalf, and to each and every of them, full Power and Authority to keep and hold all his Courts Leet, Views of Frankpledge, Courts Baron, and other Courts within the Limits and Jurisdictions of the said Manors or Lordships: **Now know all Men** by these Presents, that I the said *C. D.* Have made, constituted and appointed, and *Do* hereby make, constitute and appoint *J. S.* of, *Esq.* Gent. my Deputy, to do and execute all Acts, Matters and Things which to the said Office belong or appertain, in my Stead and Place in all Things, as effectually to all Intents and Purposes as if I myself were personally present at the doing thereof. **In Witness, &c.**

(6.)
Recital of the
foregoing
Warrant.

A Warrant from a Lord of a Manor to a Bailiff to collect Rents and Heriots, and upon Non-payment to distrain and to inspect the Woods.

NOW all Men by these Presents, that I *A. B.* of — *Esq.* Lord of the Manor of — have made, ordained, constituted and appointed, and by these Presents *Do*, *Esq.* *J. S.* of — Gent. my Bailiff or Agent, for me and in my Name, and to my Use, to collect and gather, require, demand and receive of and from all and every my Tenants that have held or enjoyed, or now do or hereafter shall hold and enjoy any Messuages, Lands or Tenements, by, from or under me, within my said Manor of — all Rents and Arrears of Rent, (b) Heriots, and other Profits that now are or hereafter shall become due, owing and payable to me within the said Manor, and in Default of Payment thereof to distrain for the same, from Time to Time, and such Distress or Distresses to impound, detain and keep, until Payment be made of the said Rents and Profits, and the Arrears thereof: **And** I do also further impower and authorise the said *J. S.* to take Care of and inspect into all and every my Messuages, Lands and Wood within the said Manor, and to take an Account of all Defects, Decays, Wastes, Spoils, Trespasses, or other Misdemeanors committed, done or permitted within my said Manor, or any my Messuages, Lands or Woods there, and from Time to Time to transmit and send to me in Writing a just and true Account thereof, whereby to enable me to redress, reform and punish all Offences and Offenders of that Nature; *And further* to act and do all other Acts, Matters and Things, that to the Office of Bailiff of the said Manor belong and appertain, and in Recompence for his Pains he is to have and receive yearly the Sum of, *Esq.* *Provided* always, that this my Warrant or Deputation shall continue during my Will and Pleasure, and no longer. **In Witness, &c.**

To distrain on
Non-pay-
ment.

To inspect the
Woods.

A Warrant (c) from a Lord of a Manor to his Game-keeper.

TO all People to whom these Presents shall come, I *A. B.* of — *Esq.* Lord of the Manor of — have made, nominated and appointed *E. G.* of — my lawful Game-keeper in and for my said Manor of — to look after and take Care to preserve the Game there, *And* do allow him in my Name to hunt, hawk, fish and fowl within my said Manor, and within the Limits and Demesnes thereof and Places thereto belonging, from Time to Time during my free Will and Pleasure, and to do and perform all other Acts, Matters and Things to the Office of a Game-keeper belonging, according to the several Acts of Parliament in that Case made and provided. **In Witness, &c.** (*For more Variety, vide Tit. Deputations.*)

(8.)

(a) A Steward cannot appoint a Deputy unless he has a Power by express Words in his Warrant to do it.
(b) Heriots are of two Sorts, *Heriot Service* and *Heriot Custom*. It hath been questioned whether the Lord may seize for Heriot Service, but it is agreed he may for Heriot Custom.
(c) This Warrant should be entered in the Office of the Clerk of the Peace for the County wherein the Manor lies.

A Warrant of Attorney to confess Judgment in Ejectment.

To Mr. A. B. C. D. and E. F. &c.

- (9.) **THESE** are to desire and authorize you the Attornies above named, or either of you, or any other Attorney of the Court of King's Bench at *Westminster* aforesaid, to appear for me J. H. of, &c. in the said Court, as of this present *Michaelmas* Term, or any other subsequent Term, and then and there to receive a Declaration or Declarations for me in an Action of Trespass in Ejectment at the Suit of — (*the casual Ejector*) for 30 Messuages, 500 Acres of Land, &c. with the Appurtenances in the Parish of — in the County of — which J. S. of — Esq; (*the Mortgagee*) the first Day of this Instant — at, &c. (*the Parish where the Lands lie*) aforesaid, did demise to the said — (*the casual Ejector*) and his Assigns, To hold from the 24th Day of *June* last past, before the Date hereof, for the Term of seven Years from thence next ensuing, fully to be compleat and ended, and thereupon to confess a (a) Judgment in the said Action for the said Messuages, Lands and Premises, with the Appurtenances, or else to suffer the same to pass by *Non sum informatus*, or otherwise, against me in the same Action, and to be thereupon forthwith entered up against me of Record, and for your so doing, &c.

A Warrant to acknowledge Satisfaction upon the Record of two Judgments.

To A. B. and C. Attornies, &c.

- (10.) **WHEREAS** W. J. C. and J. S. Gent. have obtained two several Judgments in the Court of Common Pleas at *Westminster*, of the Term of *S. Michael* in the — Year of the Reign, &c. the one against A. B. of — Esq; for 500 l. Debt, and 63 s. Damages; and the other against W. S. of — Gent. for the like Sum of 500 l. Debt, and 63 s. Damages; both which Judgments were obtained upon one and the same Bond, and for one and the same Debt; for which said Debt and Damages we are since satisfied: **NOW** we the said J. C. and J. S. do hereby desire you the said A. B. and C. and every of you, and do give you and every of you full Power and Authority for and in our Names, and as our Attornies or Attorney, to acknowledge Satisfaction for the Debt and Damages aforesaid, upon the Record of the said respective Judgments, at the Costs and Charges of the said A. B. and W. S. and upon respective Releases of Error in that Behalf first had and obtained; and this shall be to you and every of you a sufficient Warranty in that Behalf. **In Witness, &c.**

Warranty.

Warranty in a Conveyance by Lease and Release.

- (1.) **AND** the said A. doth hereby promise and grant for herself and her Heirs, that she the said A. and her Heirs, the said Messuage or Tenement and all and singular other the Premises herein before mentioned, or intended to be hereby granted, bargained, sold, released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said C. his Heirs and Assigns, against her the said A. and her Heirs, and against the said B. her late Father deceased, and the said D. her late Grandfather deceased, or either of them, shall and will warrant, and for ever defend by these Presents. *Vide First Vol. 361.*

A Special Warranty in a Conveyance by Lease and Release.

- (2.) **AND** the said A. and B. do hereby, for themselves and their Heirs, jointly and severally grant, that they the said A. and B. and their and each of their Heirs, the said several Messuages or Tenements, Pieces or Parcels of Ground, and all and singular other the Premises herein before mentioned or intended to be hereby granted, bargained, sold, released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the

(a) If the Lands lie in *Wales*, or in a County Palatine, Judgment must be entered up in the Exchequer, else not good.

the said *D.* his Heirs and Assigns, against them the said *A.* and *B.* and either of them, their and either of their Heirs, and against all other Persons whomsoever any Estate having or lawfully claiming, of, in, to or out of the said Premises, or of, in and to any Part or Parcel thereof, with the Appurtenances, or that shall or may claim by, from, or under, or in Trust for them, or either of them, or by, from or under — deceased Grandfather, or — Great Grandfather of the said *B.* or any of them, shall and will warrant, and for ever defend by these Presents.

The Form of a (a) Warranty in a Feoffment.

AND the said *A. B.* and his Heirs, all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances unto the said *C. D.* and his said Co-Feoffees above named, their Heirs and Assigns, against him the said *A. B.* his Heirs and Assigns, shall and will warrant, and for ever defend by these Presents.

Wills.

Preambles to Wills.

A Preamble to a Will of a Person in Health.

I^(1.) **N** the Name of God, Amen. I *A. B.* of, &c. Esq; being in good Health of Body and of sound and disposing Mind and Memory (praised be God for the same) and being desirous to settle my worldly Affairs, whilst I have Strength and Capacity so to do, *Do* make and publish this my last Will and Testament, hereby revoking and making void all former Wills by me at any Time heretofore made; *And* first and principally I commit my Soul into the Hands of my Creator who gave it; and my Body to the Earth to be interred in the Parish Church of *B. &c.* at the Discretion of my Executors herein after named; and as to such worldly Estate wherewith it hath pleased God to intrust me, I dispose of the same as followeth. *Imprimis, &c.*

A Preamble to the Will of a Person that is sick and weak.

I^(2.) **N** the Name of God, Amen. I *A. B.* the elder of — Gent. being sick and weak in Body, but of sound Mind, Memory and Understanding (praised be God for it) and considering the Certainty of Death and the Uncertainty of the Time thereof; and to the End I may be the better prepared to leave this World, whenever it shall please God to call me hence, *Do* therefore make and declare this my last Will and Testament in Manner following, (that is to say) *First* and principally I commend my Soul into the Hands of Almighty God my Creator, hoping for free Pardon and Remission of all my Sins, and to enjoy everlasting Happiness in his heavenly Kingdom, through the Sole Merits of *Jesus Christ* my Saviour; my Body I commit to the Earth at the Discretion of my Executors herein after named; *And as to, &c.*

N.B. Wills not dated in the Preamble must be dated after the *In Witness, &c.* at the latter End.

Preamble to a Feme Covert's Will by Virtue of a Power to her reserved by a Settlement made on her Marriage with her last Husband.

I^(3.) *A. D.* Wife of *R. D.* of — Esq; (late Widow and Relict of *C. B.* late of, &c. deceased, and also sole Executrix of his last Will and Testament, and Residuary Legatee and Devisee therein named, of his real and personal Estates) *Do* by this my Writing, purporting my last Will and Testament, dispose of my Estate, pursuant and according to the Authority to me given and reserved in and by a Deed of Settlement made on my Marriage with the said *R. D.* (the present Husband) bearing Date, &c. (here set forth the Date of and

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6 C

Parties

(a) Wherein a Warranty differs from a Covenant, vide First Part, p. 361, &c.

Parties to the Settlement) and by Virtue of the said Deed and of all other Powers and Authorities whatsoever to me given or reserved, in Manner as follows, viz. *First as to, &c.*

Preamble to a Widow's Will revoking all former Wills.

- (4.) **I***N, &c.* I *H. E.* Widow and Relict of the Honourable *T. E.* Esq; deceased, *Do* revoke and make void all former Wills whatsoever by me heretofore made; *And* do make and ordain this to be my last Will and Testament in Manner following, viz. *&c.*

A Preamble to a Man's Will who was seised of Estates of Inheritance.

- (5.) **I***N the Name, &c.* I *T. D.* of — Esq; duly considering that it is appointed for all Men once to die, and being mindful of the Uncertainty of that great Change when it shall please God to call me hence, *Do* make this my last Will and Testament, of and concerning the real and personal Estates, whereof I am in any wise seised or possessed of, either in Possession, Reversion, *&c.* or any other Person or Persons in Trust for me, or which I have any Power to dispose of as followeth.

Preamble of a Will of one that is going to Sea.

- (6.) **I***N the Name of God, Amen.* I *A. B.* of, *&c.* Mariner, being in good Health of Body, and of sound and disposing Mind and Memory, and now bound out on a Voyage by Sea to — *Do* make and declare this my last Will and Testament, in Manner following; (*that is to say*)

Or shorter.

- (7.) **I***N the Name, &c.* I *A. B.* being forthwith to depart on a Voyage to — do make this my last Will, as followeth, *&c.*

Another Preamble reserving Power to add or alter.

- (8.) **I***N, &c.* I Sir *A. B.* *Do* hereby make my last Will and Testament, (*nevertheless* reserving to myself Power and Authority at all Times hereafter, to add unto or alter the same, or any Part thereof, by any Codicil or other Writing as I shall think fit); *First, &c.*

Another Preamble revoking all former Wills.

- (9.) **T***HIS is the last Will and Testament* of me the Right Honourable *H.* Lord *C.* made the — Day of — in the Year — I revoke all former Wills by me at any Time heretofore made, *&c.*

Bequests in Wills.

A Bequest of one Shilling to an extravagant Son.

- (1.) **W***hereas* I did several Years since give to *E. H.* my wicked Son, a good Estate of Inheritance at, *&c.* of the yearly Value of 150*l.* which he might have improved, but my said Son and his Wife, by their vain riotous Living and unjust Dealings, have contracted great Debts, and he has lately sold and been cheated of all the said Estate, and hath ruined himself and his Children, and hath very lately defrauded me of several considerable Sums of Money, and he is now by his wicked Practices endeavouring to defraud me and *E. H.* his eldest Son, of an Estate at — the Purchase whereof I paid with my own proper Monies, and am resolved to give the same Estate to *E. H.* my Grandson, and therefore I give and bequeath unto my said Son *E. H.* one Shilling of lawful Money, and no more.

A Bequest to an imprudent Son on Account of Marriage.

- (2.) **W***hereas* my eldest Son *W. H.* hath highly offended and disobliged me (*the Testator*) his Mother, Grandmother, and all his Friends and Relations, by his late improvident Marriage, and in other Parts of his Conduct in Life, and hath rendered himself unworthy almost to be called or taken Notice of as a Son; but howsoever it is not my Design

Design or Intention wholly to discard him, but to make some Provision for him during Life; And therefore I do hereby order, will and direct my two Sons J. and H. H. their Executors and Administrators, to pay unto my said Son W. H. 40 l. per Ann. by four equal quarterly Payments, for and during the Term of his natural Life; and I do hereby charge and make chargeable and liable all such Part of my Personal Estate, as my said Sons J. and H. H. shall be intitled unto by Virtue of this my Will, with the Payment of the said Annuity to my said Son W. accordingly.

A Bequest to an imprudent extravagant Son.

Whereas I have bestowed on my Son J. B. a liberal Education, having at the Expence of 8 or 900 l. bred him up at the University of Cambridge to qualify him for Holy Orders, the which through the Imprudence and Follies of my said Son, hath in a great Measure exhausted that Patrimony which I intended to have left him at my Decease: Now I do hereby declare that the Annuity or Rent-Charge of 20 l. per Ann. herein after particularly devised for his Use and Benefit, shall go in full Discharge and Satisfaction of all Right, Title, Interest, Claim and Demand whatsoever, which he may or can any way pretend to have or claim, of, in, or to all or any Part of my Real or Personal Estate; (then Testator devises his Real and Personal Estates to his two Daughters) Upon Trust that the said M. and F. (the Daughters) and the Survivor of them, and her Heirs and Assigns, do and shall, from Time to Time, by and out of the clear yearly Rents and Profits of the same Premises, well and truly pay, or cause to be paid into the proper Hands of my said Son J. but not into the Hands of any other Person or Persons whatsoever, one Annuity or yearly Sum of 20 l. of, &c. clear of all Taxes and Deductions whatsoever, for and during the Term herein after mentioned, by four equal quarterly Payments in the Year; (that is to say) The Feast, &c. by even and equal Portions; the first of the said Payments to be made on such of the said Feasts as shall next happen after the Decease of my Wife; And it is my expresse Will and Meaning, that the said Annuity shall continue to be paid and payable to my said Son, in Manner aforesaid, during so many Years of his Life, as he my said Son shall not alien, sell or assign the same, nor attempt to alien, sell or assign the same to any Person or Persons whatsoever; but if, &c. then and in such Case the said Annuity, and the Trust hereby created and declared of and concerning the same, shall cease, determine, and be utterly void, and the same shall sink into my Real Estate for the Benefit of the Person or Persons who shall be intitled to the same by Virtue of this my Will; And upon this further Trust, &c. (Power of Distress for Non-payment of the Annuity; vide Marriage Settlements); And in Case my said Son shall die, leaving Issue of his Body lawfully begotten, Then upon Trust, that out of the Rents and Profits of the said Premises, the said Annuity or yearly Sum of 20 l. clear of all Taxes, shall go and be equally divided and paid to and amongst such Issue as shall be living at his Decease, and to their Heirs for ever (with like Power of Distress, &c.)

(3.)

To pay the Son's Annuity of 20 l.

If he attempts to sell, the Annuity to cease and sink into the Inheritance. To the Son's Issue (if any) for ever.

A Bequest of 500 l. to a Nephew for his Maintenance and Education, &c. with Remainder to three Nieces.

I T E M, I give to — (my Executor herein after named) his Executors, Administrators and Assigns, the Sum of 500 l. upon the several Trusts, Intents and Purposes herein after mentioned touching the same, viz. Upon this special Trust, that he my said Executor, his Executors, Administrators or Assigns, shall from my Death pay and apply all the Interest and Produce to arise or be made of the said 500 l. for and towards the better Education and Maintenance of my Nephew L. J. until such Time as he shall be fit or qualified, either to go to the University, or as a Clerk to some eminent good Attorney; and if not so qualified, then to be bound out Apprentice to some good Trade: And my Will is, that if my said Nephew L. shall go to the University, then the said 500 l. shall be paid to him at his Age of twenty-one, and that the Interest and Produce thereof in the mean Time shall go and be paid to him for and towards his Maintenance there; and in case my said Nephew shall be placed out either as a Clerk, or an Apprentice, then my Will is, that my said Executor shall out of the said 500 l. pay and apply so much thereof, as in either of those Cases shall be sufficient for that Purpose, together with Apparel suitable for the same; and that from and after Payment thereof, my further Will is, that the Interest of the Residue of the said 500 l. shall from thenceforth go and be paid to my said Nephew towards his Cloathing and Expences, until his Age of 21 Years,

(4.)

21 Years, and that on such Age, the Residue of the said 500*l.* shall be to him my said Nephew paid; and in case my said Nephew *L. J.* shall happen to die before the said Sum of 500*l.* or the Residue thereof upon the Contingency aforesaid, shall become payable to him in Manner as aforesaid, without leaving any Issue of his Body lawfully begotten; then and in such Case, **Upon** this further Trust, and my Will is, and I hereby direct and appoint, that the said Sum of 500*l.* or such Residue thereof as shall remain unpaid upon the Contingency aforesaid, shall go and be paid by my said Executor unto my three Nieces *M. M.* and *H. J.* (the three Daughters of my late Brother *L. J.* by his late Wife *H.* deceased, and Sisters of my said Nephew) to be paid to and equally divided between them Share and Share alike, and to their respective Executors and Administrators: **Provided always**, and my express Will is, that in case I the said *A. J.* (the Testator) in my Life-time shall place or put out my said Nephew *L. J.* either at the University, or as a Clerk or Apprentice; then and in such Case, I hereby direct and appoint, that only the Sum of 300*l.* (Part of the said Sum of 500*l.*) shall go and be upon the Trusts aforesaid, and that then the Sum of 200*l.* (Residue of the said Sum of 500*l.*) shall sink into the Residue of my Personal Estate, for the Benefit of such Person or Persons, who by Virtue of this my Will shall be intitled to the same; any Thing herein contained to the contrary thereof notwithstanding.

A Bequest of Furniture as an (a) Heir-Loom.

(5.)
Exception.

An Inventory
to be taken.
Husbandry
Utensils not
to be Heir-
Looms.

Then, I give and bequeath unto the said *M. A.* and *W. A.* their Executors, Administrators and Assigns, *All* the Furniture, Goods, Household Stuff, Utensils, Brewing Vessels and Implements whatsoever, in or belonging to my Capital Mansion-House wherein I now dwell (other than and except my Silver Plate, which I will shall be deemed, taken and accounted as Part of my Personal Estate, and all my China Ware which I give to my said dear Wife); **And** I give them (my Executors, &c.) also all the Orange Trees and Lemon Trees, and all other Greens and Plants in, about or belonging to my said Capital Mansion-House of *W.* or the Gardens to the same belonging; **Upon Trust** nevertheless to permit and suffer the same to continue and remain as *Heir-Looms* in and about the said House, for the Use of every such Person and Persons, who for the Time being shall respectively be seised or possessed of the Freehold of the same Capital Mansion-House and Premises, by Force and Virtue of any Devise or Limitation thereof in this my last Will and Testament contained, or otherwise howsoever; **And I will** that an Inventory shall be taken thereof as soon as conveniently can be after my Death; to the End the same may be the better preserved for the Purpose aforesaid, according to the true Intent and Meaning of this my Will; but my Will and Meaning is, that none of my Utensils of Husbandry shall be deemed or preserved as *Heir-Looms*.

A Bequest of the Residue of a Personal Estate to Trustees and the Wife, to put out at Interest.

(6.)

Then as to all the Rest and Residue of my Personal Estate whatsoever and wheresoever, or of what Nature or Kind soever, whereof or wherein I shall be any ways possessed of, or interested in at the Time of my Death, I give, devise and bequeath unto my Trustees, the said — my Wife *G. L.* and — their Executors, Administrators and Assigns: **Nevertheless upon Trust**, that they my said Trustees shall and do, so soon as conveniently can or may be after my Death, put and place out the same in some publick Stock, Bank or Fund, or in the Purchase of *South-Sea* Stock or Annuities, or otherwise upon good and sufficient Security, with full Power for my said Trustees at any Time to call in, remove or new place out the same, in such Manner as they shall think fit, so as the best annual Interest be made thereof, as conveniently may be without lessening the Principal; **And my Will is**, and I hereby give and bequeath all the Interest and Produce of the said Monies, so to be put and placed out as aforesaid, unto my said Wife, during her natural Life, to and for her Use, Benefit and Disposal; **And my further Will is**, and I do hereby direct, that in case my said Wife, after my Death, shall happen to intermarry with any other Husband, then and in such Case my Will is, that they my other Trustees, the said *G. L.* and — their Executors and Administrators, during such future Coverture of my said Wife, shall stand possessed of, interested in, and intitled to the Interest and Produce

(a) Heir-Looms descend to the Heir by Custom along with the Freehold; and some say they are not devisable (Custom being preferable to a Devise.)

Produce of the said Principal Monies, so to be placed out and paid to my said Wife, in Manner as aforesaid; **In Trust nevertheless** to pay the same, when received, into the proper Hands of the said — my Wife, and not to such Husband as she shall afterwards happen to marry, and that the same shall go and be paid to and for the sole, separate and peculiar Use of her the said — my Wife, or that the same, or any Part thereof, shall not be paid to any future Husband; nor shall the same, or any Part thereof, be subject, charged or liable to the Control, Debts or Incumbrance of any such future Husband, and that the Receipts of her my said Wife for such Interest and Produce (notwithstanding any such future Coverture) shall be good and sufficient Discharges to my said other Trustees who shall pay the same; **And** from and immediately after the Decease of my said Wife, then as to all the Principal Monies, together with all the Interest, Profits and Produce thereof, my Will is, and I hereby give, &c.

A Bequest of a third Part of a joint Stock in Copartnership by Will to the Executors, (Recital of the Deed of Copartnership with the Covenants therein).

NOW I the said E. P. (the Testator) by Virtue of the Liberty and Power to me given and reserved in and by the said Indenture of Copartnership, and which to me of Right belong, **Do** hereby give, devise and bequeath unto A. B. and C. (my Executors herein after named and appointed) as well *All* that my third Part or Share of and in the said joint Stock and Trade, as also of and in all the yearly Profits, Increase and Produce whatsoever, to arise, or be had or made thereof, during the Continuance of and at the End and Determination of the said Copartnership, together with full Power for them my said Executors, and the Survivors and Survivor of them, his Executors, Administrators or Assigns, from the Time of my Death, in my Place and Stead to follow and carry on the said joint Trade and Copartnership with the said R. F. (the other Partner) his Executors, Administrators or Assigns, during the then Residue of the said Term of 21 Years, in such Manner as in and by the said Indenture of Copartnership is mentioned and expressed touching and concerning the same; *And also* all my Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of, in and to all or any the said joint Stock, and the Profits and Increase thereof, together with the said Indenture of Copartnership, and all Benefit and Advantage whatsoever to be had or made thereof or thereby; **To have, hold,** receive, take and enjoy my said third Part of and in the said joint Stock, and of and in the Increase and Produce thereof, and all and singular other the herein before mentioned and intended to be hereby bequeathed Premises, unto and to the Use of them my said Executors, and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivor, from the Time of my Decease, as and for his and their own proper Stock, Monies, Goods and Chattels, for evermore, *Together* with such Power as aforesaid for them my said Executors in my Place and Stead to follow and carry on the said joint Trade during the then Residue of the said Term of 21 Years, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as I the said E. P. (if living) could or might have carried on the said joint Trade, or had received or enjoyed my Part of the said Stock, and the Produce thereof as aforesaid, (*Subject nevertheless* to the several Clauses, Covenants, Provisoes, Conditions and Agreements in the said Indenture of Copartnership contained, to be kept, done and performed, in such Manner and according to the respective Parts, Shares and Proportions, which the Parties thereto have in the said joint Stock and Trade during the Continuance of, and at the End or Determination thereof, **And** so subject to, for and upon the several Trusts, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same, (that is to say) **Upon** this special Trust that they my said Executors, and the Survivors and Survivor of them, his Executors, Administrators or Assigns, do and shall from the Time of my Death pay unto M. P. the Weekly Sum of — until such Time as her Son (my Grandson) E. P. shall attain to his Age of 21 Years, (if the said Copartnership shall so long continue, and he so long live) for and towards their Support and Maintenance. **In Witness,** &c.

(7.)
Power for the
Executors to
follow the
joint Trade.

Trust.

Clauses in Wills.

Clause in a Will, whereby the Testator orders his Executors not to interrupt his Wife in the Enjoyment of her separate Estate given her by Relations.

- (1.) **ALSO** my Will is, and I do hereby order and direct, that my Executors herein after named, or either of them, shall not interrupt my Wife in the quiet and peaceable Enjoyment of her separate Estate, given and devised to her by her Mother, and other her Relations, or any Improvements she or her Trustees have made thereon; the same separate Estate and Improvement now amounting to 10000 l. and upwards, my Will is, that she shall hold and enjoy the same, and every Part and Parcel thereof, to her own sole and separate Use and Behoof for ever; nor shall the same, or any Part thereof, be accounted, deemed or taken as Part or Parcel of my Personal Estate, or any Part thereof, nor shall my Executors claim or challenge to have any Right, Title or Interest, of, in and to the same separate Estate, or any Part or Parcel thereof.

Clause in a Will, reciting the Marriage Settlement and the Testator's Ratification thereof, and desires his Wife's Acceptance thereof for her Jointure.

- (2.) **AND** whereas in or about the Year — I did settle, or intended to settle, upon my said now dear Wife for her Life for her Jointure, *All* my Messuage called — in the County of *E.* and several Messuages or Tenements situate and being in or near — in the County of *M.* Now I do hereby ratify and confirm the same Marriage Settlement, and my Will and Desire is, and I do hereby earnestly request my said Wife to accept of the said Messuages, Lands and Tenements, and also of the Legacies and Bequests in this my Will devised unto her, in full Recompence and Satisfaction of all Dower or Thirds, or any Customary Part she may claim or demand in, to or out of all or any of my Real or Personal Estate, as my Widow, by the Common Law of this Kingdom, or by the Custom of the City of *London*, or otherwise howsoever.

Clause in a Will as to Guardianship of Children.

- (3.) **AND** in Case I shall have any Child or Children, my Will is, and I do hereby appoint that my said dear Wife shall have the Guardianship and Tuition of them so long as she shall continue to be Sole; and in Case of her Death or Marriage during the Minority of such my Children, **Then** I will and appoint that my much esteemed and loving Friend *W. E. Esq.* shall have the Tuition and Guardianship of them during such their Minority; And after him I will that the said *M. A.* and after him I will that the said *W. A.* severally and successively shall have the Tuition and Guardianship of my Children during their Minority; and in such Case I earnestly intreat their utmost Care respectively in and about the Morals and Education of my Children, if any such shall happen to be, or left at my Death.

Clause in a Will for determining Disputes between Wife and Children.

- (4.) **AND** my further Will is, and I do hereby direct, that if any Dispute, Difference or Controversy shall at any Time after my Decease happen to arise between my said Wife and Children touching the said Dividends, Interest and Produce of the said Legacies and Monies so payable to my said Wife in Manner as aforesaid, (or otherwise, as the Case may happen to be) that then such Dispute, Difference or Controversy (if not adjusted and settled within — Days after the same so happening) shall be finally ended and determined by my said Trustees, or the Survivor of them, without any Suit at Law or in Equity, or any further Trouble on Account thereof or relating thereto.

Another Clause concerning Disputes about any Gift or Bequest in a Will.

- (5.) **AND** lastly, my express Will and Meaning is, and I do hereby order and appoint, that if any Difference, Dispute, Question or Controversy shall be moved, arise or happen concerning any Gift, Bequest, or other Matter or Thing in this my Will given and bequeathed, express or contained, that then no Suit or Suits in Law or Equity, or otherwise, shall be brought, commenced or prosecuted, for or concerning the same, but the same shall be referred wholly to the Award, Order and Determination of my loving Friends Mr. *F. H.* and

and Mr. R. D. both of, &c. and what they shall order, direct or determine therein, shall be binding and conclusive to all and every Person and Persons therein concerned.

Clause in a Will, whereby Testator forgives all Debts due to him from his Relations therein named.

AND whereas there are considerable Sums of Money due and owing to me upon Bonds, Bills and otherwise, from my Relations herein before named, **It is my Will** and true Meaning, and I do hereby direct that the same Bonds, Bills, &c. immediately after my Death shall be cancelled and destroyed by my said Executors; **And I do** hereby discharge my aforementioned Relations, and every of them, their and every of their Heirs, Executors and Administrators, from the Payment of every Debt and Debts due and owing to me, or my Estate, upon any Account whatsoever, without any Abatement or Deduction from or out of any of their Legacies before by me given or devised to them respectively in and by this my last Will and Testament. **In Witness, &c.** (6.)

A Clause whereby Testator remits a Debt of 1000l. due from his Brother, in case he does not molest the Execution of his Will.

AND whereas my Brother W. D. stands justly and duly indebted to me in several Sums of Money, which I have, for several Years now last past, paid, lent and advanced to and for him and his Use, amounting in the whole to the Sum of 1000l. and upwards; **My Will** therefore is, that in case he shall give no Trouble or Molestation to my Executors hereafter named, in the Execution and Performance of this my last Will and Testament, **I Do** hereby remit and release unto him the said Debt of 1000l. and that he shall not be answerable or accountable to my Executors for the same; **But** in case he shall give any Trouble, Molestation or Disturbance to them, or either of them, for or on Account of any Thing in this my Will contained, **Then** I give the said 1000l. to my Executors, upon the Trusts, Intents and Purposes in this my last Will mentioned, and in Aid of the full Execution and Performance of the same. (7.)

Codicils in Wills.

A Codicil annexed to a Will, whereby a Testatrix disavows and declares void a Deed of Gift pretended to be before made by her, and confirms the Will.

Whereas I A. G. of, &c. have made, published and declared my last Will and Testament in Writing, dated, &c. now I the said A. G. do, by this present Codicil to my said last Will and Testament annexed, confirm and ratify my said last Will and Testament, and every Clause, Bequest and Devise therein contained: **And whereas** since the making of my said Will, it is and hath been reported, that I have formerly made (and now in Being) a Deed of Gift to some Person or Persons, of all or some Part of my Estate: **Now** I the said A. G. do hereby declare, that I never made, or intended or caused to be made any Writing or Deed of Gift, or any other Deed whatsoever, to any Person or Persons whomsoever, whereby or by Means whereof my Grandaughter A. W. should be frustrated or disannulled of and from enjoying of all or any Part of my Estate whatsoever; and I do hereby declare, that such Report is scandalous, and only a pretended Right and Title; and that if ever any such Writing or Deed whatsoever, for the Barring and Cutting off my said Grandaughter A. W. from the Enjoying and Possession of all or any Part of my Estate whatsoever, should after my Decease be produced, I do hereby declare, that such Deed or Writing purporting any such Matter or Thing, to be clandestinely obtained from me, and without my Knowledge signed, sealed and delivered, and without any Consideration for the same; and I the said A. G. do hereby, for the Avoiding of my said Grandaughter A. W. being disturbed and molested in the peaceable and quiet Possession and Enjoyment of all and singular my Estate whatsoever, given, bequeathed and devised unto her in the said Will, renounce, revoke, annul and make void all other Writings, Wills and Deeds of what Nature or Kind soever, and declare the same to be frustrated and made void, and that my last Will and Testament, to which this Codicil is annexed, is my only true last Will and Testament; and my Will and Meaning is, that this Codicil shall be adjudged and taken to be Part and Parcel of my last Will and Testament, and a full Declaration of the same. **In Witness** whereof I have, &c. (1.)

A Co-

A Codicil indorsed upon the Back of a Will.

- (2.) **I** The within named J. P. of — Do make this present Codicil, which I order and direct shall be taken as and for Part of my within written last Will and Testament, and which Will as to all and every the Uses, Limitations, Trusts, Gifts, Conditions, Legacies, Bequests, Directions and Appointments therein mentioned, devised, given and contained, of and concerning my Real and Personal Estates therein mentioned, I do by this my Codicil establish, ratify and confirm, (save and except such Devises, Uses, Dispositions and Bequests therein mentioned, as are by me herein after revoked and made void): **Whereas** since the making of my said Will, my eldest Son J. H. is dead, having left Issue a third Son named R. H. now living, and the within named W. R. is also dead; **Now I hereby** give and devise **All** those my within mentioned — unto my said Grandson R. H. &c.

Devises in Wills.*Devise in a Will, with Provisoes upon which some Doubts arose, with Queries, and Counsels Opinion.*

- (1.) **A.** By his last Will devileth his Land in these Words, viz. I Do give and devise all my Manors, Lands, &c. unto my Cousin B. and the Heirs of his Body lawfully begotten: **Provided** always, that if the said B. shall die without Heirs of his Body before his Brother C. **Then** I give the said Manors, &c. unto the said C. and to the Heirs of his Body lawfully begotten: **Provided** always, that if the said B. and C. shall die without Heirs of their Bodies before their Brother D. **Then** I give the said Manors, &c. unto the said D. and the Heirs of his Body: **Provided** always, that if B. C. and D. shall die without Heirs of their Bodies before their Brother E. **Then** I give the said Manors, &c. unto the said E. and the Heirs of his Body lawfully begotten; **And** for want of Heirs of the Body of the said E. I give the said Manors, &c. unto G. S. her Heirs and Assigns for ever: **Provided** always, and my Will is, that it shall and may be lawful to and for the said B. and D. and E. (and such of them to whom my Manors, &c. shall come and be enjoyed, according to this my Will) to make and settle a Jointure upon such Person as he or they shall intermarry with, answerable double the Portion or Fortune such Person or Wife shall *bona fide* bring in Marriage to him, and not more; *Subject*, after the Death of such Wife or Wives on whom such Jointure shall be settled, to the Limitations aforesaid; any Thing, &c.

2. First. B. is about to marry with a Person who will actually be worth 10000*l.* What yearly Value in Lands can he settle for a Jointure, and if he may not make a Jointure by a Rent-Charge out of those Lands by Virtue of the Power?
2. Second. If B. may not by a Common Recovery bar all the Remainders limited by the Will, and so make what Settlement he pleases?
- 1st Solution. I think that in Regard a Jointure by way of Rent-Charge will incumber more Lands than a Jointure in Lands, it cannot be construed that the Testator's Meaning was, that B. should have Liberty to grant a Rent-Charge for a Jointure; and it seems to me, that if the Portion be 10000*l.* B. may settle 1000*l.* *per Ann.* for a Jointure on his Wife, for that is double so much in Value as the Portion.
- 2d Solution. I am of Opinion, that by this Devise to B. he is Tenant in Tail of these Lands, and the Remainders over are in Contingency, and that B. may suffer a Common Recovery, and thereby bar the Remainders, and settle the Lands as he pleases.

A Devise in Trust to raise Childrens Portions, and to place out and recall the Monies in, by the Consent of the Mother, specifying when payable, and in case of Death how applicable.

- (2.) **I** **THEM**, I give and bequeath unto my good Friends A. and B. their Executors, &c. the Sum of 10000*l.* of, &c. to be paid by my Executrix herein after named, within — Months next after my Decease; **And** I do by this my Will charge and make subject all my Estates whatsoever and wheresoever, and of what Nature or Kind soever, to and with the Payment of the said Sum of 10000*l.* unto them my Trustees the said A. and B. their Executors, &c. at the Time aforesaid; *Nevertheless* upon the several Trusts, Intents and Purposes, and subject to the Proviso herein after mentioned, expressed and declared of and concerning the same, viz. **Upon this Special Trust**, that they my said Trustees,

Trustees, and the Survivor of them, his Executors, Administrators and Assigns, from and immediately after the Receipt of the said Sum of 10000*l.* shall and do, as soon as conveniently may be (by and with the Consent of the said — my Wife, during her Life, but not otherwise, such Consent to be testified by Writing under her Hand) and after her Death, as they my said Trustees shall in their Discretion think fit, put and place out the said Sum of 10000*l.* and every Part thereof at Interest, either in some publick Bank, Stock or Fund, or else upon one or more good and sufficient Securities, either Real or Personal; together with full Power for them my said Trustees, at any Time afterwards, to call in, remove, change, and new place and put out the same at Interest, upon such other Security or Securities, as they my said Trustees, or the Survivor of them, his Executors, Administrators or Assigns, by and with such Consent and Approbation of my said Wife (if living) shall think fit; **And upon further Trust**, and my Will is, that the said Sum of 10000*l.* and all the Interest and Produce thereof, shall by them my said Trustees, or the Survivor of them, or the Executors, &c. be paid and applied *To* and for the Use and Benefit of my Daughter *S.* now living, and of all and every other my Child or Children lawfully begotten, as shall be living at the Time of, or born in due Time after my Death; the same to be equally divided between my said Daughter *S.* and all and every my said Child or Children, Share and Share alike (if more than one) and to be paid to them respectively at the several and respective Ages of 21 Years, or Day or Days of Marriage, which shall first happen, for and towards their respective Portions; and in case it shall happen my said Daughter *S.* or any of my said other Child or Children which I shall leave at my Death, shall happen to die before his, her or their Age or Ages, Marriage or Marriages, as aforesaid; *Then* my Will is, that the Part or Share of such Child or Children so dying of and in the said Sum of 10000*l.* shall go and be paid to the Survivors or Survivor of them at the Time aforesaid, as an Addition to his, her or their Portion or Portions; the same to be likewise equally divided amongst them (if more than one) Share and Share alike; and if but one, then the same to be paid to such only Child at the Time aforesaid; *And* in case my said Daughter *S.* and all and every other Child or Children as I shall leave at the Time of my Death, shall happen to die before such Age or Marriage as aforesaid; then and in such Case, **Upon this further Trust**, and my Will is, that the said Sum of 10000*l.* and all the Securities taken for the same, shall by them my said Trustees, or the Survivor of them, his Executors, &c. be assigned to, and go and be paid unto, and to and for the sole Use and Benefit of the said — my Wife, if then living, (but if dead) to her Executors, Administrators or Assigns; **And** my further Will is, and I do hereby order and direct, &c. (*the Interest to go for Maintenance, &c.*)

Consent of the Wife.

Trust as to Payment.

Children to take by Survivorship.

Remainder to the Wife, if living.

A Devise by a Will, and a Counsel's Opinion thereon.

ITEM, I give and bequeath unto my loving Wife *A. C.* all and every my Messuages, Lands, Tenements and Hereditaments, situate, lying and being in, &c. with their and every of their Appurtenances, *To have and to hold* unto the said *A.* my said Wife, and her Assigns, for and during the Term of her natural Life; and from and after her Decease, then I give and bequeath all and every the same Lands, as followeth, *viz.* Unto my Children *J. C. W.* &c. and their Heirs and Assigns for ever: **Provided** always nevertheless, that if it shall happen that any one of my said five Children shall happen to die before my said Wife, or he or she shall attain the Age of 21 Years, and without Issue of his or her Body living at his or her Decease; then I give the Share and Part of the same Lands, &c. of such of them as shall so first die as aforesaid, unto the eldest of the said Sons that shall survive such Child so dying as aforesaid, and to his Heirs and Assigns for ever; *And* that if it shall happen that more than one of my said five Children shall happen to die before my said Wife, and before they shall attain their respective Ages of 21 Years, and without any Issue of his, her or their Body or Bodies living at the Time of such his, her, or their Decease or Deceases, **Then** I give and bequeath the respective Shares or Parts of and in the same Lands, &c. of such Child or Children respectively so dying, unto the Rest and other of my said five Children that shall survive such as shall so die respectively, and to his, her, or their Heirs for ever, to be equally divided between them. (*We suppose that the second Son C. died when of Age.*)

(3.)

I am of Opinion, that *C.* one of the five Children concerned in this Devise, had a Fee-simple in his Share by this Devise, and no Estate-Tail, and by attaining his Age of 21 Years, his Estate now is an absolute Estate, and not subject to the Devise over to the other Children, tho' he should die in his Mother's Life-time, and without Issue.

Opinion.

A Devise to an Executor of the Residuum of Real and Personal Estates, in Consideration of Friendship, and the Executor's Care and Services.

- (4.) **I** **T** **E** **M**, in Consideration of the Love and Friendship which I have and bear for and towards him the said *J. P. (the Executor)* and also in Consideration of the many faithful Services he hath for many Years last past done and performed for me in and about my Affairs, and likewise in further Consideration, and as an Incouragement and Recompence for the great Care and Pains he may be at, and put unto, in the faithful Discharge and Execution of this my last Will and Testament, *I give* and devise unto him the said *J. P.* and his Heirs, *All* the Rest, Residue and Remainder of my Real and Personal Estate whatsoever, Goods and Chattels, Lands, Tenements and Hereditaments both in Possession and Reversion, that I shall be possessed of, or any way intituled unto at the Time of my Decease (after all my Debts and Legacies are first paid and satisfied thereout as aforesaid); *To hold* and enjoy the same to his own proper Use and Behoof, and to his Heirs and Assigns for ever.

A Devise to a Wife of 100l. per Ann. more than agreed by Settlement in case she continues single; but if she marries again, to have no more than her Jointure in the Settlement mentioned.

- (5.) **W** **H** **E** **R** **E** **A** **S** by Articles of Agreement made upon my Marriage with *E.* my Wife, and dated, &c. I have covenanted and agreed to give or leave to her 300l. a Year for her Life, for her Jointure, and in Bar or Lieu of Dower, as by the said Articles, Relation being thereunto had, may more fully appear: **N** **O** **w** I do hereby give and devise to my Wife *E.* one Annuity or yearly Sum of 400l. free from all Taxes and Deductions whatsoever, and to be paid to her quarterly by four equal quarterly Payments, on the Feast-Days of, &c. the first Payment thereof to begin and be made on such of the said Feast-Days as shall first happen next after my Decease; and I also give and devise to her the Messuage or Tenement in *P.* aforesaid wherein I now dwell, with the Appurtenances, and also all my Plate, Linen, Watches, Rings, Jewels, Household-Stuff and Furniture whatsoever; to have, hold, receive and enjoy the said Annuity or yearly Sum of 400l. and the said Messuage or Tenement, and the said Linen, Household-Stuff and Furniture unto my said Wife, for and during so long Time as she shall continue my Widow, and not marry again; but if she shall marry again, then my Mind and Will is, that from the Time of such her second Marriage, she shall only have, receive and enjoy 300l. a Year of the said Annuity of 400l. payable as aforesaid; and that from the Time of such her second Marriage, or her Death, which shall first happen, the said Messuage or Tenement, and also the said Linen, Household-Stuff and Furniture, shall remain and be to my Son *W. R.* his Heirs, Executors, Administrators and Assigns for ever: **I** **t** **e** **m**, I give to my said Wife *E.* the Sum of 20 Guineas for Mourning, to be paid to her within 10 Days next after my Decease, and my Will and Mind is, that my said Wife do and shall, within three Calendar Months next after my Decease, deliver to my two Executors herein after named, a true and particular Inventory and Account in Writing signed by her, of all my said Linen, Household-Stuff and Furniture, and which she is to take care of and preserve, (the reasonable Use and Wear thereof excepted); **A** **n** **d** my Mind and Will is, and I do hereby declare, that what I have hereby given to my said Wife, is by me intended, and is and shall be accepted and taken by her in full Satisfaction of all and whatsoever she may or can claim or be intituled to by Virtue of or under the said Marriage Articles, or out of my Real or Personal Estate, or any Part thereof, by any Means or on any Account whatsoever; **A** **n** **d** I do hereby charge the said Annuity of 400l. and of 300l. as the Case shall happen to be, upon all my Real and Personal Estate whatsoever, and do hereby subject the same to the Payment thereof; **I** **t** **e** **m**, I give and bequeath to my Daughter *M. R.* the Sum of 6000l. to be paid to her at her Age of 21 Years or Day of Marriage, which shall first happen, and the Interest thereof in the mean Time to be applied for her Maintenance and Education; **A** **n** **d** I do hereby constitute and appoint my said Wife, and the said *J. J.* and *G. B.* Guardians of my said three Children, during their respective Minorities; and I do hereby nominate, constitute and appoint my said Wife *E.* and the said *J. J.* and *G. B.* the Executors of this my Will, during the Minorities of all my said Children; and I do hereby nominate, constitute and appoint my said Son *W. R.* the sole Executor of this Will, from and after the Time that he shall attain his full Age of 21 Years; and I do hereby revoke and make void all former and other Wills and Testaments by

In full of
Dower.

by me at any Time or Times heretofore made, and do declare this only to be my last Will and Testament. **In Witness,** &c.

A Devise in a Will to charitable Uses, viz. in binding Apprentices, preferring Maid Servants in Marriage, relieving such Poor as have no Relief from the Parish, and in erecting a Monument to perpetuate the Memory of the Charity.

Whereas M. F. by her last Will and Testament, did direct and appoint that 2000*l.* (6.)

Part of the Monies arising by the Sale of her Real and Personal Estates, should be paid to the Churchwardens and Overseers of the Poor for the Time being of the said Parish of B. by them to be laid out in purchasing the Fee-simple and Inheritance of some Freehold Lands, Tenements and Hereditaments, the clear Rents and Profits whereof the said M. F. by her said Will, did give, devise and appoint to be paid and employed to the Uses herein after mentioned; (that is to say) *In the first Place*, in putting or binding out poor Children of the said Parish of B. to some manual Trade, and towards Setting them up in their respective Trades or Occupations; *In the next Place*, in preferring in Marriage such Maid Servants born in the same Parish, as shall respectfully live and behave themselves for seven Years in any one Service, and whose Friends shall not be able to do it; *And lastly*, after the said Charities are provided for and done, that the Surplus and Remainder thereof (if any should be) should from Time to Time be paid and disposed of to and amongst such Poor of the said Parish of B. as shall not be under the Common Relief or Alms of the said Parish, who by Sickness, or any other Indisposition or Accident, or by Age, or by a numerous Family of Children, or any otherwise, should without such Relief be likely or in Danger of coming in under the Common Relief or Alms of the said Parish; and that when such Purchase shall be agreed for and made, that upon Payment of the Money accordingly, the Lands or Hereditaments so to be purchased shall, as Counsel learned in the Law shall advise, (by Deed or Deeds to be inrolled in the High Court of Chancery) from Time to Time be conveyed to and settled upon some Gentlemen, and their Heirs and Assigns, (who shall inhabit as near as conveniently may be to the said Parish of B. but who shall not then inhabit in, nor shall then have any Real Estate in the said Parish); such Gentlemen to be nominated and chosen by the Minister, Churchwardens and Overseers of the Poor, and other substantial Inhabitants of the said Parish for the Time being, or the major Part of them; which Gentlemen so to be chosen, and the Survivors and Survivor of them, and the Heirs or Assigns of such Survivor, to be, and being chosen as aforesaid, shall for ever then after be Trustee and Trustees of the said Parish, to see and take Care that the Trusts herein before mentioned, for the above appointed Poor of the said Parish, be duly and faithfully managed and performed; (*Trustees not responsible, and to be paid their Charges*); *And that in the next Place*, and before any Part thereof shall be paid and applied to or for the Use or Benefit of the above appointed Poor of the said Parish, shall thereout be paid and defrayed the Charges of, in, or about the Buying, Erecting and Fixing in some convenient and visible Place in the said Parish, one large white Marble Stone or Table, and that thereon shall be fairly cut or engraved, and legibly and visibly set forth the Substance or Effect of the Uses or Trusts aforesaid; and the same shall be so set up and done, and that such Stones and Inscriptions thereon shall be for ever kept up, continued and repaired and erected by and out of the Rents and Profits of the Premises so to be purchased and settled as aforesaid, to the Intent that the aforesaid Charities be generally known and remembered, and that the same may never be perverted or smothered, and that thereout also shall be paid and born the Charges of the said Trustees respectively in or about the Execution of the said Trusts, pursuant to my said Will.

Binding poor Children Apprentices. Preferring Maid Servants in Marriage. To such Poor as have no Relief from the Parish.

A White Marble Stone to be erected, and the Effect of the Charity to be engraved upon it to perpetuate the Memory of it.

Another Devise in a Will to charitable Uses.

AND I do hereby direct that my Executors shall, with all convenient Speed after my Decease, take out of my Personal Estate so much Money as will purchase Lands or Rents of Inheritance in Fee-simple, of the clear yearly Value of 30*l.* (over and besides all Taxes and Rises whatsoever) which Purchase shall be made in the Names of my said Trustees, or the Survivor of them, and by them in due and legal Form conveyed from Time to Time to other Trustees, and their Heirs, so as at all Times hereafter to support and preserve a perpetual Succession in the Lands and Rents so to be purchased, for the Intents and Purposes herein after mentioned; (that is to say) *To the Intent* and Purpose that they my said Trustees, or the Survivor of them, and the Heirs and Assigns of such Survivor, do and

(7.)

On the Anniversary of my Death, yearly and every Year for ever, out of the Rents and Profits of the Lands or Rents so to be purchased, well and truly pay, or cause to be paid unto such five poor Boys of the Parish of *W.* as they my said Trustees shall nominate and elect out of the poor Boys of the same Parish yearly, who shall not severally exceed the Age of 16 Years, the Sum of 40*s.* each, upon Condition that such five Boys shall, with their Hands laid upon my Grave Stone so to be inscribed as aforesaid, respectively repeat by Heart or without Book, in a plain and audible Voice, *the Lord's Prayer, the Apostles Creed, and the ten Commandments*, in the English Tongue, and shall also read the 15th Chapter of the first Epistle of St. Paul to the *Corinthians*, and write in a legible Hand two Verses of the said Chapter; *And to this further Intent and Purpose*, that they my said Trustees, or the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall issue and pay all and every Part of the Surplus or Remainder of the said yearly Sum of 30*l.* for the binding out such poor Boys as aforesaid to Handicraft Trades or in Husbandry, not giving any greater Sum for the Binding out of any one of the said Boys than 10*l.* at most: **Provided always**, and my Intent nevertheless is, that none of the said Boys shall at any Time be intitled to have or receive out of this my Charity, more than one single Benefaction; (that is to say) That none of them shall receive more than one Sum of 40*s.* for attending at my Grave-Stone, nor more than one 10*l.* for binding him out an Apprentice; *And I do hereby further declare* my Mind to be, that the said yearly Sum of 30*l.* shall be answered and paid, for the Intents and Purposes aforesaid, out of my Personal Estate, until such Purchase shall be actually made, as herein before is directed and appointed to be made; and in case a sufficient Number of poor Boys cannot be found in the Parish of *W.* aforesaid, who shall be qualified to take the Benefit of this my Charity as aforesaid; then and in such Case my said Trustees are hereby impowered to choose or admit other Boys, not exceeding the Number aforesaid, nor of more adult Years than is before mentioned, out of the several Parishes of *W. A. &c.* or any of them, in the aforesaid County of *S.* *And as for and concerning* all such Real Estate whereof I am seised, or have any Power to give or dispose, *I give and devise* the same, and every Part and Parcel thereof, unto my Daughter *F. G.* for and during the Term of her natural Life, without Impeachment of Waste; and after the Determination of that Estate, *Then* to my said Trustees, and their Heirs, during the Life of my said Daughter, upon Trust to support and preserve the Contingent Estates herein after directed from being defeated, and for that Purpose to make Entries as there shall be Occasion; and from and immediately after the Decease of my said Daughter, *Then I give* all and every the said Real Estate **To** the first, and to all and every other the Son and Sons of the Body of my said Daughter to be begotten, in Tail Male, one after another, as they shall severally be in Priority of Birth; the Elder of such Sons, and the Heirs Male of his Body, to be preferred and to take before the Younger of such Sons, and the Heirs Male of his or their Body or Bodies; and for want of such Issue, *Then* to all and every the Daughter and Daughters of the Body of my said Daughter to be begotten, and the Heirs of the Body and Bodies of all and every such Daughter and Daughters, which said Daughters and their respective Issue, are to take the said devised Premises as Tenants in Common, and not as Jointenants; and for want of such Issue, then *I give and devise* the said Real Estate to my said Executors, and their Heirs, *Upon Trust* to dispose of the annual Rents, Issues and Profits thereof in Perpetuity, and to and for such charitable Uses, Intents and Purposes, as the aforesaid yearly Sum of 30*l.* is by this my Will appointed and directed to go, allowing my said Trustees to enlarge the aforesaid Number of poor Boys, in Manner as aforesaid, according to the yearly Revenue of my Estate, and as it shall happen to be upon the Contingency aforesaid, &c.

To bind poor Boys Apprentices.
One Single Benefaction only.

To Daughter for Life *sans Waste*.
Remainder to Trustees.

Remainder to the Daughter's Sons in Tail Male.

Remainder to her Daughters.

For want of Issue, the Real Estate to be upon the same Trusts as the 30*l.* per Ann. before devised.

A Devise to erect a Charity-School.

(8.) **ALSO** I give and devise **All** that, &c. to (the Trustees) **To have and to hold** all the last mentioned — to the said (Trustees) and to their Heirs and Assigns for ever: **Nevertheless** to, for and upon the several Trusts, and subject to the several Provisoos, Directions and Appointments herein after mentioned, limited, expressed and declared of and concerning the same Premises; **And** I do hereby subject and make chargeable all and singular the same Hereditaments and Premises, to and for the several Uses, Intents and Purposes, and under and subject to the several Provisoos, Directions and Agreements herein after mentioned, limited, expressed and declared of and concerning the same; (that is to say) That they the said Trustees, or the major Part of them, shall from and immediately after my Decease pay or cause to be paid out of the Rents, Issues and Profits of the same Premises,

Premises, the Sum of 20*l.* per Ann. clear of all Manner of Taxes, Charges and Deductions whatsoever, to the said School-Mistress herein after named for the Time being for ever, by two equal half-yearly Payments, to wit, at *Midsummer* and *Christmas* yearly; the first of which Payments to be made on such of the said two Feasts as shall next happen after my Death, for the Teaching and Instructing 20 of the poorest Girls of *W.* aforesaid, for the Time being, as follows, *viz.* To read, sew, and say their Catechism at some proper convenient Place there, as my said Charity Trustees, or the major Part of them shall appoint: **And my further Will is,** and I do hereby appoint and direct, that if my now Servant the said *M. R.* be living at the Time of my Death, then she the said *M. R.* or such other Person as she shall appoint, during her Life, shall from thenceforth be the School-Mistress to instruct the said Girls, during her Life; and after her Death, if the said *R. D.* her Sister be then living, then I hereby appoint her the said *R. D.* or such Person as she shall appoint, to be the succeeding School-Mistress for the said Girls; during her Life; and after her Death, if *M. B.* their Niece be then living, I hereby appoint her the said *M. B.* or such Person as she shall appoint, from thenceforth to be succeeding School-Mistress for the said Girls, during her Life; and immediately after the Death of the Survivors of them the said *M. R.* *R. D.* and *M. B.* in case the said *E. B.* Sister of the said *M. B.* be then living, then I hereby appoint the said *E. B.* or such Person as she shall appoint, from thenceforth to be the succeeding School-Mistress for the said Girls, during her Life; **And I do hereby further direct,** that from and immediately after the Decease of the Survivors of them the said *M. R.* *R. D.* *M. B.* and *E. B.* that then every succeeding School-Mistress for the said School, shall be nominated and appointed by such Person or Persons, who then for the Time being shall by Virtue of this my Will be intitled to and have the Property of my said now Dwelling-House in *W.* aforesaid; and my Desire is, (if by him, her or them so thought fit) that the Wife of the then succeeding Vicar there for the Time being, shall be the future School-Mistress in case she will accept of the same; **And my Will is,** that the then present, and every succeeding Vicar of *W.* shall on the first *Sunday* in every Month catechise the said Children with others in *W.* Church aforesaid; and that on Refusal or Neglect thereof, every Wife of such Vicar shall lose the Benefit of being School-Mistress to the said School: **And my further Will is,** that the said 20 poor Girls, with others, shall be taught to sing Psalms there by some proper Person qualified for that Purpose, who shall be always appointed by the Vicar there for the Time being; and that they the said Charity-Trustees, or the major Part of them, shall, out of the Rents of the same Premises, pay to such Person the annual Sum of 20*s.* for his so doing; **And also** the further yearly Sum of 20*s.* for Psalters and Testaments for the Use of the Children of the said School; the same two yearly Sums of 20*s.* and 20*s.* to be paid at the same two Feast-Days by two equal half-yearly Payments, clear of all Deductions, and in such Manner as aforesaid: **And my further Will is,** that every School-Mistress of the said School, together with all the said Girls, shall constantly go to the said Church of *W.* twice on every *Sunday*, and there attend Divine Service both Morning and Evening; and also on every Festival and other Days usually kept at the said Church, as likewise on every *Thursday* Lecture preached at *W.* Church, (Sickness and all other inevitable Accidents only and always excepted); **And further,** that the said 20 Girls, if not nominated by me before my Death, shall be chosen by the said Trustees, or the major Part of them, immediately after my Death, and be then fixed in the said School; and that if then, or at any Time then after, there shall be wanting in *W.* aforesaid, the full Number of the said 20 Girls so intitled to have the Benefit of this my Charity (intending Dissenters Children as well as Church People); then and in every such Case, during that Time only, and as often as the same shall so happen, my Will is, that they the said Trustees, or the major Part of them, shall choose and make up such Number of Girls out of some other Parish or Parishes next adjoining to *W.* aforesaid; **And further,** that no such Girls shall be admitted to the said School before their Age of seven Years, nor shall there continue after the Age of 14 Years; **And I do hereby direct** that the said Charity-Trustees, or the major Part of them, shall four Times in every Year, *viz.* on *Christmas-Day*, *Lady Day*, *Midsummer-Day*, and *Michaelmas-Day*, or any other four Days in each Year as they shall think fit, have a General Meeting, at some Place in *W.* to be by them appointed, to examine into any Neglects, Miscarriages or Irregularities that may be committed by the said School-Mistress for the Time being, or any of the said poor Girls, and to make such reasonable By-Laws, Rules and Orders, as to the same Trustees, or the major Part of them shall seem meet, so as the same be for the good and Benefit of this my Charity, and be made in Writing, and entered in a Book for that Purpose to be provided and kept, for the better Government and Management

Salary to a School-Mistress.

Number of Girls to be taught to read, sew, and say the Catechism.

Who to be School-Mistress.

Catechising the Children.

To be taught to sing Psalms.

Of School-Books.

Of going to Church.

Of choosing the Children.

Age of Admittance into the School.

Meetings of the Trustees.

By-Laws.

Offences by
the School-
Mistress or
the Children.

Proviso's.

ment of the said School, and of the said Mistress, and 20 poor Girls for the Time being; **And further also**, that for any gross Offence, Miscarriage, Irregularity or Neglect, as shall be so adjudged by a Majority of the said Trustees, it shall and may be lawful for them to deprive, put out and amove the said poor Girls, or to suspend and put out the School Mistress of the said School for the Time being, (other than and except the said *M. R. R. D. M. B. and E. B.* and every of them, and such Person or Persons whom they respectively shall appoint to officiate, during their respective Lives only); **And further**, that the said Trustees shall take and be allowed out of the Rents and Profits of the same Premises, the yearly Sum of 20*s.* and no more; the same to be by them expended at such their quarterly Meetings yearly; and from and after Payment of the several Sums of 20*l.* 20*s.* 20*s.* and 20*s.* *per Ann.* and in such Manner as aforesaid, and subject thereunto; then as to all the Rest and Residue or Surplus of the Rents, Issues and Profits of all and singular the same Hereditaments and Premises, and subject, &c. I give, &c. **Provided**, &c. (Vide Tit. *Proviso*.)

A Devise of Tithes to a Trustee for the Augmentation of the Living of the Vicar or Curate of S.

- (9.) **I** *ITEM*, I give, devise and bequeath unto my loving Friend *M. A.* of, &c. Esq; and to his Heirs and Assigns for ever, *All* that my Part, Share and Portion of Tithes, of what Nature, Kind or Quality soever, issuing and payable to me out of three several Farms, situate and being in the Parish of, &c. and all other my Tithes in the Hundred of *D.* aforesaid; **Upon this** special Trust and Confidence nevertheless, that he the said *M. A.* and his Heirs, shall and do, from Time to Time, and at all Times hereafter, permit and suffer the Vicar or Curate of the Parish of *S.* for the Time being, and his Successors for ever, Vicars or Curates of the said Parish of *S.* to receive and take the said Tithes, Part, Share or Portion of Tithes to his and their own proper Use, Benefit and behoof for an Augmentation, and for the better Livelihood, Provision and Maintenance of the said Vicar or Curate, and his Successors, Vicars and Curates of the said Parish of *S.* for ever.

The Trust.

A Devise or Gift to W. College Oxon, for the Education of one poor Scholar for ever.

- (10.) **I** *ITEM*, I give, devise and bequeath unto the said *M. A.* and to his Heirs and Assigns for ever, *All* that my Messuage or Tenement, Farm, Lands and Hereditaments, situate, &c. **Upon this** special Trust and Confidence nevertheless, that he the said *M. A.* and his Heirs, shall from Time to Time, and at all Times hereafter, permit and suffer the Warden and Fellows of *W. College* in the University of *Oxford* for the Time being, and their Successors for ever, to receive and take the Rents, Issues and Profits thereof, which I direct and appoint shall, from Time to Time, and at all Times hereafter, be paid and allowed for and towards the Maintenance and Education of a poor Scholar of the said College, for and during, and until such Scholar shall be Bachelor of Arts, or elected Fellow of the House; and then to another poor Scholar to be elected and chosen, which Scholar shall from Time to Time be nominated, elected and chosen by the Warden and five Senior Fellows of the said College.

*A Devise of 1000*l.* to be applied in releasing poor Prisoners in the Fleet and Ludgate, and what Sort of Prisoners are to be Objects of it.*

- (11.) **A**ND I devise and will, that my Executors herein after named shall, within four Months after my Decease, lay out and expend the Sum of 1000*l.* in Releasing and Discharging such poor Prisoners who shall be imprisoned at my Decease, in the Prisons of the *Fleet* or *Ludgate*, or one of them, situate in the City of *London*, as my said Executors shall think fit; my said Executors having a Regard therein to such poor Prisoners as have been sober and industrious, and are so confined by Reason of Losses and Misfortunes, and have not thro' Idleness, Drunkenness or Debauchery fell into such Condition; *Provided* nevertheless, that if I in my Life-time, after the Date of this my Will, shall have applied or expended the Sum of 1000*l.* for the Discharge of such poor Prisoners, then my said Executors shall be discharged from the said Legacy of 1000*l.* herein before given and bequeathed, and the same shall cease and be void.

A De-

A Devise from a Husband to his Wife of an Estate for Life in Bar of Dower, Remainder to his Children as Tenants in Common, Remainder to his Sister for Life, and her Children as Tenants in Common.

FIRST I will, order and direct, that all such Debts as I shall justly owe at my (12.)
Decease, together with my Funeral Expences, shall be justly and fully paid and satisfied by my Executrix, by and out of my Personal Estate, except the Parts of the Ships hereunder mentioned. **Item**, I give and bequeath unto my dear and loving Wife *A.* her Executors and Assigns, one fourth Part of the good Ship *B.* whereof I was Master, and of all the Appurtenances thereunto belonging, or in any wise appertaining, and all Monies now or hereafter to grow due on Account thereof. **Item**, I give and devise unto my said Wife, *All* that my said Messuage or Tenement, with the Appurtenances, situate, &c. with the Lands and Hereditaments thereunto belonging, and the Rents, Issues and Profits thereof, for and during the Term of her natural Life; and from and after the Decease of my said Wife, *I give* and bequeath the said Messuage or Tenement, Lands and Hereditaments, unto such Child or Children as I shall leave or have living at the Time of my Decease, and to their Heirs and Assigns for ever, as Tenants in Common; and if I shall have no such Child or Children by me begotten on the Body of my said Wife at the Time of her Decease, *Then I give* the said Messuage or Tenement, Lands and Hereditaments, unto my Sister *M.* for and during the Term of her natural Life; and from and after her Decease, *I give* and devise the said Messuage, &c. unto *D.* and *G.* (Children of my said Sister *M.*) and to their Heirs and Assigns for ever, as Tenants in Common, which said one fourth Part of the said Ship, and other Legacies given to my said Wife as aforesaid, I declare are intended to be and are so given to her in full Satisfaction and Recompence of and for all her Dower and Thirds which she may or can in any wise claim or demand out of my Estate. **Item**, I give and devise all the Rest and Residue of my Estate, both Real and Personal (not herein and hereby before by me given and bequeathed) unto my said loving Wife, her Heirs, Executors, Administrators and Assigns for ever, &c.

A Devise of a Manor, &c. from a Nephew to an Uncle, subject to the Payment of 5000l. to the Testator's Sisters.

I Give and devise unto my loving Uncle *J. T.* *All that the* Manor or reputed Manor (13.)
of *C.* and all the Demesne Lands of *C.* and all and every the Messuages, Lands, Tenements and Hereditaments whatsoever, of me the said *A. T.* in *C.* aforesaid, and all other Lands, Tenements and Hereditaments whatsoever, which were intailed upon me by Sir *T. T.* my Grandfather; *To have and to hold* the same Manor, Demesne Lands and Premises, unto the said *J. T.* and the Heirs Male of his Body, subject to the Payment of 5000 *l.* to my Sisters, for which I have entered into an Obligation; **And** I do constitute and appoint the said *J. T.* the full and whole Executor of this my last Will and Testament. **In Witness, &c.**

A Devise of Exchequer Annuities.

AND as to all those my six several Annuities of 50 *l.* per Ann. each, payable to me by (14.)
Virtue of several Orders out of his Majesty's Exchequer at *Westminster*, for the Residue of several Terms of 99 Years therein mentioned, the several Orders and Tallies whereby they are respectively payable, being respectively numbered as follows, viz. N^o (3) &c. *I give* and devise the said six several Annuities of 50 *l.* per Ann. each, together with the said several Orders and Tallies, touching, relating, or belonging to the same, unto and to and for the Use and Benefit of my said Brother *W. S.* his Executors, Administrators and Assigns, for and during all the Residue and Remainder of the said several Terms of 99 Years, as shall be therein to come and unexpired at my Death.

Directions

Directions in Wills.

Direction in a Will for surviving Trustee to assign to new Trustees, to prevent the Trust from going to an Executor or Administrator.

- (1.) **AND I** do hereby further order and direct, that when and so soon as either of my said Trustees shall happen to die, that then the Survivor of them shall and do forthwith assign or cause to be assigned my said Leasehold Houses, &c. and all his Estate, Term and Interest therein, to one or more new Trustee or Trustees, to be nominated by the Person or Persons who for the Time being shall be intitled to the Rents and Profits thereof by Virtue of this my Will, in such Manner, as that the legal Interest thereof may be revested in such Survivor, and the Person or Persons who shall be so nominated for that Purpose as aforesaid, upon the Trusts aforesaid, and so from Time to Time, and as often as the present or any succeeding Trustees shall be reduced by Death to one, *To the End* that the same Trust may not go or descend to an Executor or Administrator.

Direction in a Will as to Annuities, when dropt on the Annuitant's Death, that the Personal Estate whereon they were charged to go to Testator's Children.

- (2.) **AND** as to such Part of my Personal Estate as is herein before charged and made subject to the Payment of the several Annuities of — payable to my said Wife, Mother and Brother as aforesaid, my Will is, and I do hereby direct, that upon the respective Deaths of my said Wife, Mother and Brother, my said Personal Estate, so charged with the Payment of the said several Annuities, shall go, revert and be paid unto my said four Children, or to such of them as shall be then living, in such Manner, and subject to such Direction, as are herein before mentioned, limited and expressed touching the Payment of the said 1000 l. a-piece, Part of their said Legacies herein before bequeathed, at their several and respective Ages of 21 Years, or as near thereunto as can or may be.

Directions in a Will, that if by Losses or bad Debts the Testator's Personal Estate would not extend to pay his Children 2000 l. a-piece, that the Loss must be by them equally sustained.

- (3.) **AND** my further Will is, that in Case the said several Legacies or Sums of 2000 l. a-piece herein before given and payable to my said four Children in Manner as aforesaid, by Reason or on Account of any Debt or Debts due and owing, or hereafter to grow due and owing to my Personal Estate, or by any other Losses or Misfortunes whatsoever, whereby my said Estate shall prove insufficient or deficient to answer and pay to my said four Children, or any of them, their respective full Legacies of 2000 l. a-piece, at the Time and in Manner herein before directed and appointed for Payment thereof as aforesaid, then and in such Case, but not otherwise, I do hereby order, direct and appoint, that all Loss or Losses so happening to my said Estate in Manner as aforesaid, shall be born, sustained and allowed by all and every my said four Children, who shall then be intitled to the said Legacies of 2000 l. a-piece, and that in equal Proportions, Share and Share alike; any Thing in this my Will, &c.

Part of a Citizen's Will.

Part of a Citizen's Will, in Pursuance of the Customs of London.

- (1.) **AND** as to those Goods, Chattels and worldly Estate, as God of his Goodness has been pleased to bestow upon me, I dispose of the same as follows, *viz.* **Impments**, I will and declare, that my loving Wife Dame — shall have, retain and enjoy all her proper Goods, to wit, All such Chains of Gold, Pearls, Rings, Jewels and Ornaments, for adorning her Body, or which she hath or used to wear, to and for her own proper Use and Benefit. **Item**, I will that all my Debts, which I shall justly owe to any Person or Persons at the Time of my Death, shall be truly and punctually paid, and that after my Debts and Funeral Charges shall be fully paid and satisfied, **All** my Plate, ready Money, Adventures, Merchandises, Goods, Chattels and Personal Estate whatsoever, shall be divided into three equal Parts, according to the laudable Custom of the City of London; *One third Part* whereof

The Wife's
Paraphernalia.

Debts.

Personal Estate to be divided into Parts.

whereof I give and bequeath to my said dear Wife, as her due by the said Custom: **And** **whereas** I have fully advanced my Daughter Dame E. B. Wife of Sir J. B. of — Bart. and have given and bestowed on her for her Portion upon her Marriage, the Sum of 30000*l.* of, &c. and upwards, which is more than her Part and Share of my Personal Estate by the Custom of the said City of London will amount unto: **And whereas** I have partly advanced by and out of my Personal Estate to my Daughter S. R. (Wife of E. R. of London, Merchant) and have given unto her the Sum of 5000*l.* upon her Marriage, but have as yet given little or no Advancement unto my Son D. B. by or out of my Personal Estate; I do therefore give and bequeath **One other third Part** of my said Personal Estate unto my said two Children D. and S. willing that the said 5000*l.* heretofore given to my said Daughter S. be put into *Hotchpot* with the said last mentioned third Part, belonging to my Children unadvanced, according to the Custom of the said City, to the Intent that the Portions of my said Children D. and S. may be made equal, Share and Share alike; and as to the other **Third Part** of my Personal Estate, which is by me devisable at my Pleasure, according to the Custom of the said City of London, I give and dispose of the same as followeth, viz. I give and bequeath unto my said Wife Dame A. (over and above the said Chains of Gold, Pearls, Rings, Jewels and Ornaments, and over and above her said third Part of my Personal Estate herein before bequeathed to her as aforesaid) my Coach and Horses, and all the Furniture thereunto belonging, (and gives several other Legacies). **Item**, I remit unto J. B. jun. the Sum of 1000*l.* (Part of a Debt of 5000*l.*) which he oweth me, *Upon Condition* that he the said J. B. shall, upon reasonable Request after my Death, give his Bond in the penal Sum of — conditioned for Payment unto his Father and Mother, and the Survivor of them, one Annuity of — *per Ann.* from and after my Decease, for and during the natural Lives of his said Father and Mother, and the natural Life of the longer Liver of them, to be paid, &c. and I make and ordain — Executors of this my last Will and Testament, desiring, &c. and I hereby nominate and appoint — Overseers of the same, &c.

One Daughter advanced in the Testator's Life time.

Another third Part.

Hotchpot.

Testator's third Part.

Further Bequest to the Wife.

Part of a Debt remitted.

Another Will of a Citizen, whereby he orders his Personal Estate and Effects to be appraised, and divided into three equal Parts, after Debts, Funeral Charges, &c. paid.

I Will that all my just Debts as shall be by me owing at my Death, together with my Funeral Expences, and all Charges touching the Proving of or otherwise concerning this my Will, shall in the first Place out of my Personal Estate and Effects be fully paid and satisfied; and from and after Payment thereof, and subject thereunto, *Then* my Will is, that all the Residue of my Goods, Stocks, Chattels, Merchandises and Household Furniture, shall be indifferently appraised, and after such Appraisement made, that the same shall, according to the laudable Custom of the City of London, be divided into three equal Parts; **One equal third Part** whereof I give and bequeath unto my loving Wife A. **One other equal third Part** thereof I give and bequeath unto and amongst my Children B. C. and D. to be equally parted and divided amongst them Share and Share alike, and to be paid and delivered unto my said Sons at their several respective Ages of 21 Years, and to my said Daughter at her Age of 21 Years, or Day of Marriage, which shall first happen: **And** my Will and Meaning is, that in Case any of my said Children shall depart this Life before such Time as the Part or Portion of him, her or them so dying shall become payable, then and in such Case the Part or Portion of him, her or them so dying, shall go and be equally divided amongst the Survivors and Survivor of them, Share and Share alike, if more than one, and to be paid to such Survivors or Survivor at the Time aforesaid: **And** as to the remaining third Part thereof, I will, give and bequeath the same as follows, viz. I give and bequeath the same unto my Sons the said — equally to be divided amongst them, Share and Share alike, to be paid, &c. as above.

(2.)

Survivorship.

Power in a Will.

*Power granted by the Will of a Husband to the Wife to settle or bequeath 2000*l.* as she shall think fit, in Consideration of an additional Fortune he had received with her since Marriage.*

I C E N, I do hereby devise and bequeath unto my dear Wife, out of the tender Affection which I have for her, and in Recompence of an additional Portion which has fallen

(1.)

This Power
to cease on
her second
Marriage.

fallen to me in her Right since our Intermarriage; and in Case my said dear Wife shall die my Widow, then and in such Case *I do* hereby will that my said Trustees shall within twelve Months after my said Wife shall die my Widow as aforesaid, by and out of the Rents and Profits of my said real Estate comprised in my said Wife's Jointure, or by leasing or mortgaging thereof, or any Part thereof, raise and pay the Sum of 2000 l. unto or for such Person or Persons, and in such Manner as my said Wife shall by Deed or Deeds, Writing or Writings, or by her last Will and Testament in Writing, to be attested by two or more credible Witnesses, direct or appoint: **Provided** always, and my Will and Meaning is, that the said Devise and Legacies in this my Will given to my said Wife, are and shall be subject to this Proviso or Condition for the making void and determining of the same, in Case my said dear Wife, or any Husband she shall marry, after my Decease shall commence or prosecute any Suit, either in Law or Equity, against my said Trustees or their Heirs, or any of them, in Obstruction to the Performance and Execution of any Part of this my Will.

The Manner of introducing the formal Words of a Will, after a long Recital of the Marriage Settlement, and the Powers thereby given.

- (2.) **NOW** I the said M. C. by Virtue and in Pursuance of the Power and Authority to me reserved and given in and by the said recited Indenture, and in Pursuance and by Virtue thereof, and also of all and every other Power, and Powers and Authorities whatsoever to me in any wise reserved and now belonging, *Have*, and by this my last Will and Testament (signed, sealed and published in the Presence of, and attested by three credible Persons, who have hereunder subscribed their Names as Witnesses hereunto) *Do* give, dispose, direct, limit and appoint, &c.

Provisoes in Wills.

A Proviso in a Will touching Nieces Marriage without Consent.

- (1.) **Provided** always, and my Will and Meaning is, that if any or either of my said three Nieces, at any Time hereafter during the Life-time of their Father and Mother and the said B. (*the Trustee*) or the Survivors or Survivor of them, do and shall marry and take to Husband any Person or Persons without the Approbation and Consent of their said Father and Mother and the said B. or of two of the Survivors of them, in Writing under his or their Hand or Hands first had and obtained, then and in such Case all and every the Devises, Bequests and Legacies, and every of them, shall cease, determine and become absolutely void, frustrated and of none Effect, in Law or Equity, to all Intents and Purposes whatsoever; and then and from thenceforth, and after such Marriage and Marriages without such Approbation and Consent as aforesaid, *I do* give, devise and bequeath all and singular the Messuages, &c. Money, and all other the Benefit and Advantage of all and every the Matters and Things herein before given, devised or bequeathed, or which by Virtue of this my Will may be had, claimed or demanded by such of my said Nieces as shall so marry and take Husband without such Approbation and Consent as aforesaid, to such of my said Nieces, their Heirs, Executors, Administrators and Assigns, who shall not then be married, or if married, to her or them, who hath or have taken or married a Husband by and with such Approbation and Consent as aforesaid; *It being* my Will and Meaning, that such of my said Nieces, who shall so marry or take Husbands without such Approbation and Consent as aforesaid first had and obtained, shall not have, take and enjoy any Profit, Benefit or Advantage whatsoever, by or by Virtue of this my Will, but shall forfeit to her said Sister or Sisters, and her or their Heirs, Executors, Administrators and Assigns, all and every the said Messuages, &c. Benefits, Advantages, Profits, Matters and Things whatsoever, in and by this my last Will devised, given or bequeathed, or which by Virtue or Colour of this my Will may or can be had, taken, claimed or demanded, by such of them as shall so marry or take Husbands without such Consent as aforesaid.

N. B. There arose a Dispute touching the above Devise, by reason of all the three Daughters marrying without such Consent, *Whether* the first Devise does not affect each of them: But no Devise over to any other Person?

Opinion.

“ The two eldest Daughters not being capable to take by Virtue of the Devise over, I think each may enjoy “ their respective Shares which the Will gives them.”

Proviso in a Will, that if a Daughter marry without Consent, her Portion not to be paid her, but only the Interest, and the Principal to be equally divided amongst her Children.

PROVIDED also, and my further Will is, that in case both or either of my said Daughters shall, before their respective Ages of 21 Years, intermarry with any Person or Persons against or without the Consent of my said Wife, if then living, but if dead, without the Consent or Approbation of my said Executors, or the Survivor of them, (such Consent as aforesaid to be testified by Writing under the respective Hands and Seals of my said Wife, or of my said Executors); then and in such Case, the Interest after the Rate of 5l. per Cent. of such Daughter or Daughters Portion or Portions, so marrying without such Consent as aforesaid, shall be only paid to her or them, during her or their respective Lives, for her or their sole and separate Use and Benefit, exclusive of any Husband; and that upon the Death of such Daughter or Daughters marrying without such Consent as aforesaid, the Portion or Portions so given or intended for such Daughter or Daughters, shall go and be paid to and for the Use and Benefit of all and every the Child and Children of such Daughter so marrying without such Consent as aforesaid; the same to be equally divided to and among them, Share and Share alike (if more than one) and to be paid to such Child or Children at his, her or their respective Age or Ages of 21 Years, or Day or Days of Marriage, which shall first happen, together with Interest for the same after the Rate aforesaid, from the Time of their respective Mothers Death, until the become payable and be paid; any Thing, &c. (2.)

Proviso in a Will, in case the Wife should sue for Dower and Thirds.

PROVIDED further, and my Will expressly is, that in case my said Wife H. R. shall not accept of the Provision and Legacies herein before by me made and given her as aforesaid, and shall at any Time or Times hereafter prosecute any Action or Suit for Dower, Thirds or any other Part of my Estates, Real or Personal, (other than what I have so herein before devised and given her); then and in that Case the said several Annuities of 100l. and 100l. amounting together to 200l. per Ann. and each of them, and all other Legacies and Bequests hereby by me before given or intended her, shall cease and be void to all Intents and Purposes; any Thing, &c. (3.)

Proviso in a Will, that the Trust vested in a Wife for the Benefit of her Children, shall upon her Death or second Marriage determine, and the same vested in Trustees.

PROVIDED always, that in case the said M. my Wife shall happen to die or intermarry with any other Husband, before the said Sum of 3000l. herein before given to my said three Children, shall become payable to them respectively, in Manner as aforesaid; then and in either of the said Cases my Will is, and I do hereby direct and appoint, that the Trust hereby vested in the said M. my Wife, as to her Management or Intermeddling with the said 3000l. and the Interest thereof, in Trust for my said three Children, and every of them, shall from the Time of such her Death, or second Marriage, cease, determine, and be utterly void; And that then and from thenceforth, in either of the Cases aforesaid, my Will is, And I do hereby further direct and appoint, that the said Sum of 3000l. and all Securities taken, shall be paid and assigned to them my said Trustees, or the Survivor of them, his Executors, Administrators and Assigns; In Trust nevertheless, that they my said Trustees, and the Survivor of them, do and shall pay, apply and dispose of the said Sum of 3000l. and also of all the Interest and other Produce to arise or be had or made thereof, To and for the Use and Benefit of my said three Children, in such Proportions, Manner and Form, as is before by me directed and appointed, or as near thereto as can or may be; any Thing, &c. (4.)

Revocation in a Will.

Revocation of one Executor, and another appointed in his Stead by a Codicil.

WHEREAS I M. M. of — have made my last Will and Testament in Writing, bearing Date, &c. and have thereby made, ordained, constituted and appointed my Brother in Law N. H. and my Cousin G. B. Executors of my said Will: Now I do by this my (1.)

my Writing (which I declare to be a *Codicil* to my said Will, and direct to be taken as Part thereof) *Will* and direct that my said Brother in Law *N. H.* shall not be an Executor of my said Will, and do hereby revoke my Appointment of him as such; but that in his Room and Stead my Cousin *J. B.* of — shall be one of the Executors of my said Will, jointly and together with my said Cousin *G. B.* And I do hereby accordingly make, ordain, constitute and appoint them the said *J. B.* and *G. B.* joint and sole Executors of my said Will, as fully and effectually to all Intents and Purposes, and in all Respects, as if they only, and no other Person or Persons had been by me originally, in and by my said Will, constituted and appointed Executors thereof.

The Will of H. Lord C. whereby his Real Estates were limited in Tail Male to several of his next Relations (successively) in Degree of Consanguinity, in order to obviate any Default of Issue Male of the first, second, or third Relation, with several Legacies and Bequests; (the Preamble omitted on Account of several being before inserted.)

(1.) **AS** to, for and concerning all my Manors, Lands and Hereditaments which I purchased in the County of *W.* and *O.* **I Devise** the same to my Nephew the Duke of *Q.* and *D.* for his Life, without Impeachment of or for any Manner of Waste, with Remainder to the Honourable *R. B.* and *T. S.* of — Esq; and their Heirs, for and during the natural Life of the said Duke of *Q.* in Trust to preserve the Contingent Remainders herein after limited; And from and immediately after the Death of the said Duke of *Q.* as to all the Rest and Residue of my Manors, &c. in the County of *W.* **I Devise** the said respective Premises unto the first and every other Son and Sons of the said Duke of *Q.* in Tail Male respectively; and in Default of such Issue (*with Remainders to Lord G. D. another Nephew, and to R. Earl of B. another Nephew, and afterwards to H. Earl of R. another Nephew, all in Tail Male verbatim as before to the Duke of Q. with Remainder to Testator in Fee*); And **I Will** that the several Tenants for their Lives, who respectively shall happen to be such by Virtue of this my Will, of any my Real and Freehold Estates whatsoever, when in Possession, shall be enabled to make Leases not exceeding 21 Years, &c. (*Power to make Leases, but not to take Fines, vide Marriage Settlements.*) And as to and concerning my House and Garden, with the Appurtenances, and all other my Estate lying and being at *P.* in the County of *S.* being Copyhold, and which I have surrendered to the Use of my Will, **I Devise** the same to my Nephew the Duke of *Q.* and the Heirs Male of his Body; Remainder to my Nephew the Lord *G. D.* and the Heirs Male of his Body; Remainder to my own right Heirs; And as to all my Personal Estate, I dispose of the same as followeth, (that is to say) All that my House, with the Garden thereunto adjoining, with all and singular the Appurtenances thereunto belonging, wherein I now dwell, situate in or near — (being held by me by a Lease from the Crown) and all my Estate, Term and Interest, of, in, and to the said House, or which I shall hereafter renew in the same, **I Devise** and bequeath to my said Nephew the Lord *G. D.* his Executors, Administrators and Assigns, for the Residue of a Term of Years which I have therein, together with all the Pictures, Personal Estate, Goods and Furniture, as shall be in or about the same House, and other the Premises, at the Time of my Death (except Plate); And I make, name, ordain and appoint my said Nephew the Duke of *Q.* and my said Nephew *R. Earl of B.* the said *H. Earl of R.* and *R. T. Esq;* Executors of this my Will; And I devise to my said Executors, their Executors, Administrators and Assigns, All my Personal Estate of what Kind or Nature soever, or wheresoever not herein before disposed of, Upon the Trusts following, (that is to say) That they their Executors, Administrators and Assigns, do and shall, by the Interest, Produce and Proceed thereof, or by Charging, Mortgaging, Selling, or otherwise Disposing of the said Personal Estates, or any Part thereof, as they my said Executors, or the Survivors or Survivor of them, shall from Time to Time think fit, pay my Funeral Expences and my Debts (if any) and the Legacies after mentioned, and such other Gifts and Legacies, as I shall hereby and hereafter, by any Writing or Writings attested by two or more Credible Witnesses, think fit to give or appoint. **I Devise, &c.** (*A Devise of 1000*l.* a-piece to the said Earl of R. and R. T. two of the Executors*): And my Will and Desire is, that my said Executors be, and shall stand intrusted as to the Sum of 500*l.* of, &c. and the Interest thereof, after the Rate of 5*l.* per Cent. per Ann. from the Time of my Decease, for the separate Use and Benefit of my Niece the Lady *E. B.* so as the same both Principal and Interest may be at her Disposal (notwithstanding her Coverture) and not in the Power

Power or Disposal of any Husband she hath or may have; and so as by any Writing or Receipt under her Hand, attested by two or more Credible Witnesses, she may at any Time receive and dispose of the Interest and Proceed of the said 500*l.* and of the Principal likewise; and so as my said Trustees shall and may be, from Time to Time, by such Writing or Receipt, fully discharged and in safety; (*several other such Legacies to Nieces in the same Words*); **I Devise** to my Nephew the Duke of *Q.* and *D.* the Sum of 5000*l.* of, &c. to be paid to him within six Calendar Months next after my Decease; and my further Will and Desire is, that my said Executors do and shall stand intrusted as to the further Sum of 5000*l.* of like lawful Money, and the Interest thereof, after the Rate of 4*l.* per Cent. per Ann. from the Time of my Decease, for the separate Use and Benefit of the said *C.* Dukes of *Q.* so as the same, both Principal and Interest, may be at her Disposal (notwithstanding her Coverture) &c. (*verbatim as the 500*l.* to the Nieces before*); **I Direct** and desire my acting Executor or Executors, within three Calendar Months next after my Death, to cause to be paid to such of the Poor of the several Parishes after mentioned, as by Information shall be reported Objects of Charity, the Sums of Money following; (that is to say) Of *St. M.* in the Fields 100*l.* of *St. J. Westminster* 100*l.* of *L.* 30*l.* of *G.* in *X.* 20*l.* of *A.* in *Wilts* 50*l.* and of *M.* in *Oxfordshire* 50*l.* **I Give** to my Servants after named, (that is to say) To *T. D.* 100*l.* to *M. E.* 100*l.* to *T. F.* 100*l.* to *D. G.* 100*l.* to *T. S.* 50*l.* to *Mrs. J. C.* 50*l.* And to all such others as shall be my Domestick Servants at my said House in or near *St. J. P.* within the Liberty of *Westminster*, at the Time of my Decease, I give to each of them one Year's Wages, and likewise one Year's Board Wages, if any allowed them, over and above the Wages that shall be due to them at my Death; and to each other of my Domestick Servants in any of my Mansion-Houses, that have been in my Service for the Space of a Year before the Date of this my Will, and shall continue therein, likewise one Year's Board Wages, if any allowed them, over and above the Wages that shall be due to them at my Death; which Legacies to all my said Domestick Servants I would have paid within three Calendar Months next after my Death; **And I Devise** to the Right Honourable the Countess of *R.* all my Diamond and Ruby Rings; All the Rest and Residue of my Personal Estates whether in *G. B.* or in *J.* not otherwise by me disposed of, **I Devise** to my said Nephew the Earl of *B.* to his own Use; and if he shall happen to die before me, then I devise the said Rest and Residue of my said Personal Estate to my said Nephew the said Duke of *Q.* to his own Use; **And I** do hereby authorize my said Executors and Trustees, or any two of them, or such of them as will act, or the Survivors or Survivor of them, from Time to Time, to sell and dispose of all, or any Part or Parts of my Personal Estate; and the Monies arising from Time to Time from such Sales or Dispositions, to lend, pay or lay out, as they, or any two of them, or such one of them as will act, or the Survivors or Survivor of them, shall judge best; and to the Intent that my said Executors or Trustees, and the Survivors and Survivor of them, may not be discouraged from undertaking the Trust, **I Will** that they, or any two or one of them, or the Survivors or Survivor of them, shall and may, from Time to Time, appoint such Agents under him or them, with such Salaries as they shall think fitting; and that none of my said Trustees shall be answerable for the Receipts and Actings of the other of them; and that none of them shall be answerable for the Miscarriages of any Person or Persons used or employed by them, or any of them, in the Carrying on or Management of any of the Trusts aforementioned, or for any Person or Persons, with whom there shall be any Monies lodged or left by Reason of the aforesaid Trusts, or any of them; **And I direct** that my said Executors and Trustees shall be, from Time to Time, allowed all their Expences, Costs and Charges whatsoever. **In Witness** whereof I the said *H. Lord C.* to this my last Will and Testament, contained in five Presses or Skins of Parchment fixed together at the Top, and sealed with my own Coat of Arms, and to the Top and last Press or Skin, have set my Hand and Seal, and to every other Press or Skin thereof have set my Hand, declaring this to be my last Will and Testament, the Day and Year first above written.

Legacies of 5000*l.* each to the Duke and Dukes of *Q.*

To the Poor.

To Servants.

Another Devise of Jewels. Devise of Residue to the Earl of *B.*

Remainder to the Duke of *Q.* Power for Executors to sell and lay out the Money as they shall think fit.

And to appoint Agents, and that none of them should be answerable for the others Acts.

To be allowed their Expences.

Signed, sealed, published and declared by the above named the Right Honourable *H. Lord C.* as and for his last Will and Testament, in the Presence of us, who at his Request and in his Presence have subscribed our Names as Witnesses thereunto, as we have likewise done the same to a Duplicate of the above written Will executed at the same Time.

A Widow's Will, whereby she devises to her Son a Manor, Lands, &c. and Copyhold and Leasehold Estates, in Trust to pay 2000l. to her married Daughter, and under several other very special Trusts and Limitations drawn by an eminent Counsel.

(2.)
Devise to a Son. **I** give and bequeath all my Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, both Leasehold and Inheritance, unto my loving Son *S. H.* his Heirs, Executors and Administrators, according to my several and respective Estates and Interests therein, (excepting my Messuage and Farm, and all my Lands, Tenements and Hereditaments thereunto belonging in *P.*) which said Gift and Devise to the said *S. H.* is upon these Trusts following, *viz.* That out of the Rents, Issues and Profits of the said Premises devised unto him, or by Sale thereof, he the said *S. H.* his Heirs, Executors or Administrators, shall and do pay all my Debts, Funeral Charges, and all my Legacies herein after by me given; and after the Payment of all my Debts, Funeral Charges and Legacies; then **In Trust** that the said *S. H.* his Heirs, Executors or Administrators, shall and do, out of the Rents, Issues and Profits of the said Premises so devised unto him, or by Sale thereof, pay the full Sum of 2000*l.* of, &c. unto my Son in Law *W. D.* Esq; at the End of six Months after he the said *W. D.* shall have attained his full Age of 21 Years, if he shall within the said Space of six Months after his full Age of 21 Years settle upon his Wife my Daughter *E.* such a Jointure of 300*l.* *per Ann.* (whereof 150*l.* *per Ann.* shall be limited so as the Profits thereof shall be at her own separate Disposal and Ordering, during the Coverture, without her Husband's Control) and in such Place or Places, and in such Manner, and with such Provisions for Children, as my said Son *S. H.* my Cousin *R. W.* Esq; and my Cousin *R. G.* of, &c. Gent. or the Survivors or Survivor of them shall think fit; **And in Trust**, until the said Principal Sum of 2000*l.* shall become payable unto the said *W. D.* that the said *S. H.* his Heirs, Executors or Administrators, shall pay immediately after my Decease Interest for the said 2000*l.* after the Rate of 5*l.* *per Cent. per Ann.* unto such Person and Persons, and to and for such Uses, Intents and Purposes, as my said Daughter *E.* shall by any Writing or Writings under her Hand (notwithstanding the Coverture) limit and appoint, and not to her own Hands, or to the Hands of the said *W. D.* or to be any way subject to his Management or Disposal, but to be for the separate Use and Benefit of the said *E.* and if the said *W. D.* shall happen to die before he shall attain the End of the six Months after his full Age of 21 Years, and before such a Settlement as aforesaid made by him, **Then in Trust** that the said *S. H.* his Heirs, Executors or Administrators, shall pay the said Sum of 2000*l.* unto my said Daughter *E.* (if she shall be then living) together with Interest for the same after the Rate aforesaid, from the Death of the said *W. D.* until Payment of the Principal; and if my said Daughter *E.* shall happen to die before the End of the said six Months, and before such a Settlement made as aforesaid, **Then in Trust** that the said *S. H.* his Heirs, Executors or Administrators, shall pay the said Sum of 2000*l.* with Interest at the Rate aforesaid, unto such Child and Children of the said *E.* as she shall leave behind her; and if she shall leave no Child or Children behind, **Then in Trust** that 1500*l.* Part of the said 2000*l.* be paid unto my said Son in Law *W. D.* and the remaining Sum of 500*l.* be sunk for the Benefit and Advantage of my said Son *S. H.* his Heirs, Executors and Administrators; and if my said Son in Law *W. D.* shall live to the End of the said six Months after his Attainment of his full Age of 21 Years, and shall at the End of the said six Months fail to make such a Settlement as aforesaid, **Then in Trust** that my said Son *S. H.* his Heirs, Executors or Administrators, shall pay the said 2000*l.* and all Interest for the same after the Rate aforesaid, until Payment of the Principal Sum, unto such Person and Persons, in such Parts and Shares, and for such Uses, Intents and Purposes, as my said Daughter *E.* by any Writing or Writings under her Hand and Seal, from Time to Time, (notwithstanding her Coverture) shall limit and appoint; the same 2000*l.* and Interest not to be paid to her own Hands, nor her Husband's Hands, the same being in such Case designed by me for my said Daughter's separate Use and Benefit, and to be no way payable to my said Son in Law, nor to be any way subject to his Control, Management or Disposal; and for want of such Limitation and Appointment by the said *E.* **Then in Trust**, that after her Death the said 2000*l.* and Interest, or so much thereof as shall not be limited and appointed away by her, shall be paid to and amongst such Child and Children as she shall leave behind her, Share and Share alike; and if she shall leave no Child or Children behind her, or if all such Children shall happen to die before any of them attain the Age of 21 Years, or be married, **Then in Trust**, that for want of such Limitation and Ap-
pointment,

To raise 2000*l.* for the Testatrix's Son in Law when of Age, if he settles 300*l.* *per Ann.* on her Daughter.

Interest to be paid for said 2000*l.* till the Principal becomes payable.

If the Son in Law dies, to be payable to the Daughter.

If the Daughter dies, then to be payable to the Children.

If no Child or Children, how payable.

If the Husband refuses to make a Settlement, then the 2000*l.* to be paid to the Wife's Order.

Remainder to the Children equally.

If no Children, Part to the Husband,

pointment, 1500*l.* Part of the said 2000*l.* shall be paid to the said *W. D.* (if he be then alive) and the Residue of the said 2000*l.* shall be sunk for the Benefit and Advantage of the said *S. H.* his Heirs, Executors and Administrators; and if the said *W. D.* shall not be then alive, **Then** that the whole 2000*l.* shall be sunk for the Benefit of the said *S. H.* his Heirs, Executors and Administrators. **Item**, I do hereby will and devise that my Manors and Farm of *R.* and other Parishes near thereunto, in the County of *H.* which I hold by Lease from *St. Y's* College in *Cambridge*, and all other my Manors, Messuages, Lands, Tenements and Hereditaments, which I have herein bequeathed unto my said Son *S. H.* shall stand and be charged and chargeable with the Payment of the said 2000*l.* and Interest, and shall not be alienable by my said Son *S. H.* free and clear from the said Charge, until the said 2000*l.* and Interest shall be paid and satisfied; and if the said *W. D.* shall fail to make such a Settlement as is before mentioned, whereby to intitle himself to the Receipt of the said 2000*l.* **Then** I devise and bequeath, that instead of the said 2000*l.* to be raised, my said Manor and Farm of *R.* shall remain and be in the Hands of the said *S. H.* his Executors and Administrators, upon the same Trusts, and for the same separate Use and Benefit of my said Daughter *E.* and her Children, and with such Remainders over, as the before mentioned Sum of 2000*l.* and Interest, are limited and appointed to be; **And I** then also will and devise, that the said Manor and Farm shall be reckoned at 1600*l.* Part of the said 2000*l.* and the remaining Sum of 400*l.* and Interest at the Rate aforesaid, shall be only raised out of and charged and chargeable upon the Residue of my Manors, Messuages, Lands, Tenements and Hereditaments; **And** as to my Farm in *P.* in *H.* and all my Messuages, Lands, Tenements and Hereditaments in *P.* aforesaid, **I Devise** the same to the said *R. W.* and *R. G.* (the Trustees) their Heirs and Assigns, **Upon Trust** and Confidence, that they the said *R. W.* and *R. G.* their Heirs and Assigns, shall and do, from Time to Time, during the Life of my said Daughter *E.* pay the Rents, Issues and Profits of the said Premises so devised unto them, unto such Person and Persons, in such Parts and Shares, and for such Uses, Intents and Purposes, as my said Daughter *E.* by any Writing or Writings under her Hand from Time to Time (notwithstanding the Coverture) shall limit and appoint, and not unto her own or her Husband's Hands, nor to be subject to any Control, Management or Disposal of her Husband; the same being designed by me for her separate Use and Benefit, and to be at her own Disposal, notwithstanding the Coverture; and from and after her Decease, **Then in Trust** for such Person and Persons, and for such Estate and Estates, as my said Daughter *E.* by any Deed or Writing under her Hand and Seal, testified by two or more Credible Witnesses, shall (notwithstanding the Coverture) limit or appoint; and for want of such Limitation or Appointment, **Then in Trust** for such Child or Children as she shall leave at her Death, and their Heirs and Assigns: **Provided** that if there be more Children than one Son, and if the said *W. D.* shall make such a Settlement as aforesaid, then the eldest Son shall have no Part or Share of the said *P.* Estate; and for want of such Limitation or Appointment by the said *E.* (if she shall leave no Child or Children at her Death) **Then in Trust** for my said Son *S. H.* his Heirs and Assigns for ever: **And whereas** Part of my Estate in *P.* aforesaid is Copyhold, now I do hereby declare that the Gift and Devise hereby made by me unto my said Son *S. H.* his Heirs, Executors and Administrators, of all my Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, both Leasehold and Inheritance (excepting as before is excepted) *Is upon Condition*, that if my said Son *S. H.* or his Heirs, shall not, within the Space of 12 Months next after my Decease, surrender in due Form of Law all the Copyhold Estate in *P.* aforesaid of which I shall die seised, into the Hands of the Lord or Lords of the Manor or Manors of whom the same Copyhold Estate is holden, unto the Use of the said *R. W.* and *R. G.* and their Heirs, to be subject to the Trusts herein before declared of and concerning my said *P.* Estate; or if my said Son *S. H.* his Heirs or Assigns, shall make Default in Payment of the above mentioned Sum of 2000*l.* and Interest, according to the Trusts before mentioned; **Then** and in either of the said Cases, the said Gift and Devise to my said Son *S. H.* his Heirs and Assigns shall be void; **And** then I give and devise the same Premises so devised unto him as aforesaid, unto the said *R. W.* and *R. G.* their Heirs, Executors and Administrators, according to my respective Estates and Interests therein, **Upon the same Trusts** as are herein before declared of and concerning the same. **Item**, I will and desire, that my Executors hereafter named shall permit and suffer my said Daughter *E. D.* to have the Possession only and not the Property of my best Bed, and the Furniture in my best Room, and of all my Linen, and of my Diamond Ring during the Coverture; and if the said *E.* shall outlive her said Husband *W. D.* **Then I give** and bequeath all the same Goods and Things unto her; but if she happen to die before him, **Then I give** and bequeath

the Remainder to sink into the Inheritance.

Leasehold subject to the Payment of said 2000*l.*

under the same Trusts as before.

Devise to Trustees. The Trusts.

Provido.

Condition that the Son surrenders to the Use of the Trustees.

Bequest to the Daughter.

To the Children.

Devise of the Residuum. bequeath the same Goods and Things unto and amongst such Child and Children as she shall leave behind her at her Death; and if she leaves no Child at her Death, *Then I give* and bequeath the same Goods and Things unto my Executor hereafter named; *And as to* all the Rest and Residue of my Personal Estate (excepting what I have herein before given and bequeathed) I give the same unto my said loving Son S. H. subject to the Payment of my Debts and Legacies, and to the Payment of the before mentioned Sum of 2000*l.* and Interest; *And I do* hereby constitute and appoint my said loving Son S. H. sole Executor of this my last Will, &c.

The Will of W. P. W. Esq; containing various Devises of Freehold, Copyhold and Leasehold Estates, with divers Remainders over, and sundry Legacies to Sons, Daughters and Relations, &c.

(3.) **A**ND as to the Temporal Estate with which it hath pleased God of his great Mercy and Goodness to bless me, I dispose of the same as followeth. *First*, I Will that all the Debts I shall owe at the Time of my Decease be justly and truly paid. **Item**, as to my Manor of N. alias N. and all my Messuages, Farms, Lands, Tenements and Hereditaments, situate, lying and being in the Parishes of — by me lately purchased of his Grace the Duke of C. or of Mr. V. or of any others; *And as to* all my Copyhold or Customary Messuages, Lands, Tenements and Hereditaments, situate, lying and being within the said several Parishes, or in some of them, (having surrendered to the Use of my Will, such Parts thereof to which I have been admitted, and intending to surrender to the Use of my Will, the Residue thereof when I shall have been admitted thereunto) I give and devise the same Manor and Freehold and Copyhold Hereditaments and Premises to my eldest Son H. W. for his Life, *With Remainder* to P. L. and W. D. (the Trustees) and their Heirs, during the Life of my said Son H. in Trust to preserve the Contingent Remainders herein after limited; *With Remainder* to the first and every other Son and Sons of my said Son H. successively in Tail Male; and in Default of such Issue, *The Remainder* to my second Son W. P. W. for his Life; *The Remainder* to the said P. L. and W. D. and their Heirs, during the Life of my said Son W. P. W. in Trust to preserve the Contingent Remainders herein after limited, with Remainder to the first and every other Son and Sons of my said Son W. P. W. successively in Tail Male; and in Default of such Issue, *The Remainder* to my third Son F. W. &c. (as before); *The Remainder* to my fourth Son G. J. W. &c. (as before); *And in Default* of such Issue, *Remainder* to my dearest and eldest Daughter A. W. and the Heirs Male of her Body; *The Remainder* to my own right Heirs. **Item**, I give and bequeath to my said eldest Son H. W. 100*l.* to be paid to him within one Month after my Death for his present Supply; *And also* I give him my said Son H. all the Rents of my said Manors, Hereditaments and Premises in the said County of M. which shall be due and owing at my Death. **Item**, as to my Messuages, Lands, Tenements and Hereditaments, situate, lying and being in H. and in the Parishes of B. and A. in the said County of H. and at or near C. in the County of E. (I having lately enfranchised such of my Lands at C. aforesaid, which were formerly Copyhold) I give and devise the same to my said second Son W. P. W. for his Life; *With Remainder* to the said P. L. and W. D. and their Heirs, during the Life of my said Son W. P. W. in Trust to preserve the Contingent Remainders herein after limited, *With Remainder* to the first and every other Son and Sons of my said Son W. P. W. successively in Tail Male; and in Default of such Issue, *The Remainder* to my third Son F. &c. (as before); *The Remainder* to my fourth Son G. J. W. &c. (as before); *The Remainder* to my said eldest Son H. W. (as is before) &c. and in Default of such Issue, *Remainder* to my said Daughter A. W. and the Heirs Male of her Body; *The Remainder* to my own right Heirs. **Item**, as to my House in — the same being a Leasehold Estate, I give and bequeath the same to my said second Son W. P. W. his Executors, Administrators and Assigns, for and during the Residue of the Term which I have therein. **Item**, I give unto my said second Son W. P. W. the Sum of 100*l.* to be paid within one Month after my Death for his present Supply; and also I give him my said Son W. P. W. all the Rents of the said Messuages, Hereditaments and Premises in the said Counties of H. and E. and L. which shall be due and owing at my Death. **Item**, I give to my said Son W. P. W. the Sum of 2000*l.* payable to him within 12 Months after my Death, together with Interest for the same in the mean Time, by equal half-yearly Payments, to be computed from my Death after the Rate of 4*l.* per Cent. per Ann. **Item**, I give unto my Daughter A. W. all my Divinity Books, and I give unto my said Son W. P. W. all the Residue of my Books and Manuscripts. **Item**, I give unto my third Son F. W. the Sum of

of 3000*l.* payable to him at his Age of 25 Years, together with Interest for the same in the mean Time, by equal half-yearly Payments, to be computed from my Death after the several Rates following, *viz.* Until his Age of 21 Years, after the Rate of 3*l. per Cent. per Ann.* and after his Attaining his Age of 21 Years, then after the Rate of 4*l. per Cent. per Ann.* until his said Legacy shall become payable. **Item,** I give to my said fourth Son G. J. W. the Sum of 3000*l.* payable to him at his Age of 25 Years, together with Interest for the same in the mean Time by equal half-yearly Payments, to be computed from my Death after the several Rates following; until his Age of 14 Years, after the Rate of 2*l. per Cent. per Ann.* and after his Attaining his Age of 14 Years, then after the Rate of 2*l. 13s. 4d. per Cent. per Ann.* until he shall attain the Age of 21 Years; and after his Attaining the Age of 21 Years, then after the Rate of 4*l. per Cent. per Ann.* until his said Legacy shall become payable. **Item,** I give to my said eldest Daughter A. W. the Sum of 5000*l.* to be paid her within one Year after my Death, or on the Day of Marriage, which shall first happen, together with Interest for the same in the mean Time by equal half-yearly Payments, to be computed from my Death after the Rate of 4*l. per Cent. per Ann.* and I also give to my said Daughter A. 100*l.* to be paid her within a Fortnight after my Decease for her present Supply; and I give to my said Daughter A. all the Jewels in her Possession that were her dear Mother's, and also her dear Mother's and my own Pictures, and her Mother's Cabinet. **Item,** I will and direct that my Executors herein after mentioned shall pay into the proper Hands of E. my second Daughter, at her Age of 21 Years, if she shall so long live, 160*l. per Ann.* during her Life, free from all Parliamentary and other Taxes, and to be charged upon my Bank Stock, and all the Surplus or Residue of my Personal Estate, payable quarterly at the four most usual Feasts in the Year, &c. by even and equal Proportions; the said yearly Sum of 160*l.* to be paid by my Executors to my said Daughter E.'s own Hands for her separate Use, and not into the Hands of any Assignee, nor of any Husband that she shall marry, nor to the Hands of any Creditor with whom she may at any Time hereafter contract any Debt; my Intention being, that the said Annuity of 160*l.* shall be for her personal and separate Benefit, and for her certain Maintenance in all Events, and not to be in her Power to sell, assign, or any ways to dispose of or incumber the same; I also give to my said Daughter E. full Power and Authority by her Will in Writing to dispose of the Sum of 200*l.* charged and chargeable out of the Surplus or Residue of my Personal Estate, in such Manner as she shall by her Will think fit and direct, so as the same Sum of 200*l.* be by her by such her said Will disposed of to her Brothers or Sisters, Nephews or Nieces, or some or one of them; and I charge the said Residue of my said Estate with the Payment thereof. **Item,** I give my third Daughter M. W. the Sum of 4000*l.* payable at her Age of 25 Years, or Day of Marriage, which shall first happen, if she shall so long live; *Provided* such her Marriage, if before her Age of 25 Years, be with the Consent of my said Executors herein after named, or any two of them, if then living; **And** my Will and Meaning is, that in the mean Time, and until the Portion by me given to my said Daughter M. shall become payable, and until my said Daughter E. shall attain her said Age of 21 Years, whereby she will be intitled to the said 160*l. per Ann.* my said two Daughters E. and M. shall respectively have such yearly Allowances out of my Estate, as my Executors herein after named, or the Survivors or Survivor of them shall think fitting, so as the Allowance to my said Daughter M. shall not exceed the Interest of her Portion after the Rate of 4*l. per Cent. per Ann.* and so as the Allowance to my said Daughter E. shall not exceed 100*l. per Ann.* **And** my Will and Mind is, that in case any of my Children, Sons or Daughters (excepting only my said eldest Daughter) shall die without lawful Issue and unmarried before his, her or their Portion or Portions in Monies hereby respectively given them shall become payable, according to the Intent of this my Will; **That then** the respective Legacies or Portions of him, her, or them so dying, shall be void, and fall into the Surplus and Residue of my Estate herein after mentioned, and to be laid out and invested in a Purchase, in Manner as herein after is mentioned. **Also** my Intention is, that the Provision hereby made for my Children respectively, is and shall be taken to be in Satisfaction of any Claim they can make by my Marriage Articles, or any Indorsement made or to be made thereupon. **Also** I give to the said P. L. W. D. and my said Son W. P. W. their Executors, Administrators and Assigns, all my Personal Estate of what Nature soever not before disposed of, **In Trust** in the first Place to pay all my Debts, Legacies and Funeral Expences; and I will that the Residue and Surplus, after the Charges of the Trust deducted, shall be laid out and invested in the Purchase or Purchases of Lands, Tenements and Hereditaments in Fee-simple, and in the mean Time to be improved for the Increase of a Fund to be so laid out as aforesaid; and such Purchase or Purchases when made, I will the Premises purchased shall be subjected to

Eldest Daughter.

Jewels, &c.

Clear Annuity of 160*l. per Ann.* to second Daughter to be paid into her own Hands.

Power for second Daughter to give by Will 200*l.*

Third Daughter's Portion.

The Share of the Child or Children dying to be invested in a Purchase. Devise to Trustees. Trusts declared.

One Moiety
to the eldest
Son.

The other to
the second
Son.

The eldest
Son not to
claim any Ad-
vantage under
Marriage
Articles, &c.

all the Legacies and Annuities hereby given, and shall be settled in Manner following, viz. **One** full Moiety or Half-Part thereof to be settled on my said eldest Son *H. W.* for Life, with such and the same Remainders over as I have herein before devised and limited my said Manor of *N.* and the other full Moiety or Half-Part thereof to be settled on my said second Son *W. P. W.* for Life, with such and the same Remainders over as I have herein before devised and limited my said Messuages, Lands and Hereditaments in *H.* afore-
said; and I will that Trustees shall be appointed in the said intended Settlements, to pre-
serve the Contingent Remainders thereby respectively to be limited; **And** I will that my
said several Sons respectively, when in Possession of my said Manors, Messuages, Lands,
Tenements and Hereditaments by Virtue of this my Will, and also when in Possession of
the Lands, Tenements and Hereditaments to be purchased and settled as afore-
said, shall be enabled (to make Jointures and Leases): **Provided** always, that in case my said eldest
Son *H. W.* shall at any Time after my Decease claim any Benefit or Advantage by Virtue
of my said Marriage Articles, or any Thing therein contained; that then and in such Case,
all the Legacies and Devises hereby made unto or in Trust for the said *H. W.* shall cease
and be void; and I *Do* will and devise that in such Case the respective Premises shall be en-
joyed by my said second Son *W. P. W.* or in case of his Death, by his Issue Male, or in
Default thereof, by the next Person in Remainder as afore-
said, in the same Manner, as if
my said Son *H. W.* were dead without Issue Male of his Body, &c.

*The Will of G. D. Esq; wherein is contained a great Variety of Devises of Fee-
Farm Rents, Lands, &c. with Remainders over, specifick Portions to his Chil-
dren and other Legacies, some to charitable Uses.*

(4.)

Gives to his
Son *R. D.* all
his Fee Farm
Rents.

Habendum to
him and the
Heirs of his
Body; Re-
mainder to his
Son *G. D.* and
the Heirs of
his Body, &c.
for ever.

Gives his Fee-
Farm Rents
in *S.* to his
Son *G. D.*
and the Heirs
of his Body,
after the
Death of his
Wife, for Life
for her Dower
and Jointure,
Remainder to
his Son *R. D.*
&c.

Gives to his
Wife the Ma-
nors and Lands
purchased of
Sir *T. H.* for
Life, in full
for Dower
and Jointure,
&c.

Remainder to
his Son *G. D.*

I *Appoints*, I do hereby give and bequeath unto my Son *R. D.* all and singular those
annual and Fee-Farm Rents, and other Rents, Pensions, and yearly Payments and
Sums of Money arising or growing out of, or for any Manors, Lands, Tenements or He-
reditaments, or otherwise in the several Counties of *L. C.* and *W.* or in either or any of
them, as well in Possession as in Reversion whereof I am seised or interested in, or where-
of any Person or Persons stand seised or interested *In Trust* for me, and also all annual
or Fee-Farm Rents, Pensions or yearly Payments arising or growing due or payable out
of, or for any Manors, Lands, Tenements or Hereditaments, or otherwise in the County
of *Y.* which I now have, or any others have in Trust for me, whether in present Possession
or Reversion expectant of the Death of, &c. **To have, hold** and receive, perceive and
enjoy unto my said Son *R.* and the Heirs of his Body lawfully to be begotten; and for
Default of such Issue, unto my Son *G. D.* and the Heirs of his Body lawfully to be begot-
ten; and for Default of such Issue, unto my Son Sir *R. D.* Knt. and the Heirs of his Body
lawfully to be begotten; and for Default of such Issue, to the right Heirs of me the said *G. D.*
the Testator for ever. **Item**, I do hereby give and bequeath unto my said Son *G. D.* all
and singular those annual and Fee-Farm Rents, and other Rents, Pensions and yearly Pay-
ments and Sums arising and growing due or payable out of any Manors, Lands, Tene-
ments or Hereditaments, or otherwise within the County of *S.* whereof I am seised or in-
terested in, or whereof any other Person or Persons stands seised or interested in Trust for
me; **To hold, receive**, perceive and enjoy, unto my said Son *G. D.* and the Heirs of his Body
to be lawfully begotten, from and immediately after the Death of my dearly beloved Wife
M. D. unto whom I do hereby give and bequeath my said Fee-Farm Rents in *S.* **To hold,**
receive and enjoy unto my said Wife, for and during her natural Life, in Part of her
Dower and Jointure; and in Default of Issue of my said Son *G.* I will my said Rents in
S. unto my said Son *R. D.* and the Heirs of his Body lawfully to be begotten; and for
Default of such Issue unto the right Heirs of me the said *G. D.* the Testator for ever.
Item, I give unto my said dearly beloved Wife *M. D.* all those Manors, Lands, Tene-
ments and Hereditaments lately purchased of my Son in Law Sir *T. H.* lying and being in
the Counties of *S.* and *E.* **To have and to hold** unto my said Wife, for and during her
natural Life, in lieu and full Satisfaction of her Dower, Thirds and Jointure; *Upon Con-
dition* nevertheless, that within six Months after my Decease, she by good and sufficient
Release in the Law does acquit and discharge all her Right, Title and Interest, Thirds,
Dower and Title of Dower, of, in, and to all and every the Manors, Messuages, Lands,
Tenements, Rents and Hereditaments, whereof I am or have been seised of any Estate
whereof she may be endowed; **And** from and after the Decease of my said Wife, I give
the said Estate in *S.* and *E.* unto my said Son *G. D.* and to the Heirs of his Body to be
lawfully begotten; and for Default of such Issue, unto my said Son *R. D.* and to the Heirs
of

of his Body; and for Default of such Issue, unto my said Son Sir R. D. and the Heirs of his Body; and for Default of such Issue, unto the right Heirs of me the said G. D. the Testator for ever. **And** I do hereby direct and appoint, that the respective Trustees of my Real Estate, and their Heirs, do convey and execute Estates of all and singular the Premises, according to this my Will. **Item**, I will that all my Debts that I shall justly owe at the Time of my Decease, and my Funeral Expences, shall be paid, satisfied and discharged out of my Personal Estate. **Item**, I give unto my said dear and loving Wife, all her Rings, Jewels and Paraphernalia, and the Lease of my House at H. and all my Household-Goods and Plate therein, and also my Coach and Horses, Furniture, and Stock of Hay in the Yard; and as a further Token of my dear Affection to my said Wife, I give her the Sum of 1000*l.* to be paid unto her immediately after my Decease. **Item**, I give unto my said Son Sir R. D. whom I have already preferred and advanced in Marriage, as a further Token of my Love, the Sum of 1000*l.* to be paid unto him immediately after my Decease. **Item**, I give unto my said Son R. D. the Sum of 16000*l.* to be paid unto him at the Age of 21 Years, together with the Interest and Proceed which shall be made thereof in the mean Time. **Item**, I give and bequeath unto my said Son G. D. the Sum of 21000*l.* of, &c. to be paid unto him at the Age of 21 Years, together with the Interest and Proceed thereof that shall be made thereof in the mean Time. **And** my Will and Meaning is, that if either of my two Sons R. and G. shall die before they shall attain their respective Ages of 21 Years, that the Sum and Sums of Money hereby given unto such Son so dying, shall be and go unto the Survivors and Survivor of my said three Sons and two Daughters equally. **Item**, I do hereby give and bequeath unto my Daughter A. D. the Sum of 14000*l.* to be paid unto her at the Age of 21 Years or Day of Marriage (with the Consent and good Liking of my said Wife, her Mother, and my Executors herein after named) which shall first happen, together with the Interest and Proceed thereof, which shall be made in the mean Time; and in case my said Daughter A. shall happen to die before she shall attain such Age or be married as aforesaid; *Then I will* that the said Sum of Money hereby given to my said Daughter, shall be and go, and I do hereby devise the same unto and amongst all my surviving Children, Share and Share alike. **Item**, I do give and bequeath unto my Grandson R. H. Esq; the Sum of 200*l.* to be paid into the Hands of his Father Sir T. H. for his Use, immediately after my Decease, the said Sir T. H. giving his Bond to my Executors for Payment thereof, with Interest, unto the said R. H. when he shall attain his Age of 21 Years; **I Do** also give unto my Granddaughter E. H. the Sum of 500*l.* to be paid unto the said Sir T. H. her Father for her Use, immediately after my Decease, he giving Security as aforesaid for Repayment thereof, with Interest, to her at her Age of 21 Years or Day of her Marriage, which shall first happen; **And in case** either of my said Granchildren shall die before the respective Sums aforesaid shall be payable, I will that the Legacy or Sum of him or her so dying shall be paid unto the Survivor of them, and unto such other Child or Children as the said Sir R. H. shall then have by my Daughter, equally. **Item**, I do hereby give unto my said Son in Law Sir T. H. and to my loving Daughter the Lady E. his Wife, the Sum of 40*l.* to buy them Mourning, &c. (*and bequeaths a great many pecuniary Legacies to Relations, &c.*) **And** I do hereby declare my Will and Mind to be, that in case after my just Debts and Funeral Expences paid and discharged, my Personal Estate shall fall short or not be sufficient for Payment of the several Sums and Legacies hereby given or bequeathed, that what shall fall short shall be proportionably abated out of each Legacy or Sum hereby given or bequeathed. **Item**, I give unto the Poor of that Part of the Parish of St. G. without C. in the County of M. that lies within the Lordship, the Sum of 30*l.* to be paid unto the Churchwardens and Overseers of the Poor of the said Lordship, within 12 Months next after my Decease, to be kept as a Stock for the Poor's Use, and be yearly laid out in the Summer Season in Sea-Coals, to be sold in the Winter Season to the poorest of the Inhabitants of the said Lordship, as near the Rate and Prices they first cost, so as by the Charges expended the Stock be not diminished; and I do hereby desire the said Churchwardens and Overseers for the Time being of the said Lordship, to meet in the Winter Season as often as may be convenient, and so to apportion the said Sea-Coals in their Discretions, that every of the poorest Inhabitants of the said Lordship may have a convenient Part and Share thereof. **And I do** hereby make, nominate and appoint my loving Son Sir R. D. my loving Cousin Mr. S. D. (Son of my Brother F. D.) and my loving Brother Mr. J. P. and Mr. E. B. and my loving Friend Mr. E. N. to be my Executors of this my last Will and Testament. **And I do** hereby devise, will and appoint, that my loving Wife Mrs. M. D. and my said Executors, and the Survivors and Survivor of them, shall have the Custody, Tuition and Guardianship

and the Heirs of his Body, &c.

Debts and Funeral Charges to be paid out of his Personal Estate.

Gives to his Wife all her Rings, Jewels, &c. and 1000*l.* immediately after his Decease.

To his Son Sir R. D. 1000*l.* and to his Son R. D. 16000*l.*

To his Son G. D. 21000*l.* at the Age of 21 Years.

If either of his Sons R. and G. die, such Share to go to the Survivor, &c.

To his Daughter A. D. 14000*l.* at 21 Years or Marriage, &c.

If she die, &c. her Share to go amongst his surviving Children.

To his Grandson R. H. 200*l.*

To his Granddaughter E. H. 500*l.*

If either of them die before payable, such Money to go to Survivor.

To his Son in Law and Wife 40*l.* for Mourning.

If a Deficiency to pay Legacies, each Legatee to abate proportionably.

A Charity for Coals. Executors named.

Tuition and Guardianship and

As to Maintenance and Education.

As to laying out Money for Children in their Business.

As to Daughter's Education.
Legacy to Executors.

Executors indemnified.

An Accountant appointed.

His Salary.

A Debt released.

Legacy to Christ's Hospital.
As to the Residuum.

and Education of my said Sons *R. D.* and *G. D.* and of my said Daughter *A. D.* and of their Estates as well Real as Personal respectively, and of all Interest, Proceed and Advantage that shall in any wise be made by, or by Reason of their respective Estates, or any Part thereof herein before bequeathed, until my said Sons and Daughter shall attain their respective Ages of 21 Years, or my said Daughter shall be married with the Approbation and good Liking of my said Wife, and my said Executors; **And** my Will and Meaning is, that my said Executors, during the respective Minorities of my said Sons, shall give and allow unto them respectively, out of their respective Estates hereby bequeathed, such Maintenance, Learning and Education at the Universities, Trades, Professions, or otherwise as they in their Discretions shall think fit; **And** if by Reason of their Trades or Professions, there shall be Occasion for the Laying out any Sum or Sums of Money for their respective Advantages, I leave it to the Discretion of my Executors to lay out the same out of the Estates, although they have not attained their respective Ages, and the same shall be allowed out of the respective Estates; any Thing herein contained to the contrary notwithstanding; **And** I will that they do allow unto my said Daughter such Maintenance, Learning and Education, as my said loving Wife and my said Executors, or the Survivors or Survivor of them in their Discretion shall think fit. **And** I do hereby give and bequeath unto each of them the said *S. D.* *J. P.* and *E. B.* for their Care and Pains in and about the Executing and Performing this my Will, the Sum of 100*l.* a-piece; **And** to the said *E. N.* for his Care and Pains and Solicitations to be had and taken in and about my Estate, and the Affairs relating thereunto, and in the Executing and Performing this my Will, the Sum of 100*l.* **And** I will that my said Executors, the Survivors or Survivor of them, shall be saved harmless and indemnified out of my Estate, of and from all Damages and Expences which shall or may happen to come to them, or any of them, for or by Reason of their, or any of their taking upon them the Execution of this my Will. **Item**, I do hereby direct and appoint that my loving Friend *J. V.* do keep the Accounts of all my Estate, and of all Receipts and Payments relating thereunto, and be Assistant unto my Executors aforesaid in and about the same; **And** I will that my said Executors do allow unto the said *Mr. V.* out of my Estate, the yearly Sum of 20*l.* by equal quarterly Payments, during the first two Years next after my Decease, and from thence until my said Son *R.* shall attain to the Age of 21 Years, the Sum of 15*l.* per Ann. by like Payments, and from thence until my said Son *G.* shall attain the Age of 21 Years, the Sum of 10*l.* per Ann. by like Payments. **Item**, I will that out of the Debt which is due to me by my Cousin *J. D.* there shall be paid unto each of his Sons now living, the Sum of 100*l.* a-piece, and the Rest and Residue of the said Debt, from and after Payment of the said Sum, I do hereby release, acquit and discharge my said Cousin *J. D.* his Executors and Administrators thereof and therefrom. **Item**, I give to *Christ's Hospital, London*, for the Use of the said Hospital, the Sum of 100*l.* to be paid in 12 Months next after my Decease. **Item**, all the Rest, Residue and Remainder of my Personal Estate not herein before disposed, my Debts and Legacies and Funeral Expences being first paid and discharged, I give unto my said loving Wife, and all my said Children, the Survivors and Survivor of them, equally to be divided amongst them, Share and Share alike.

A Nuncupative Will.

- (5.) **T. B.** his Will by Word of Mouth made and declared by him on the — Day of — in the Presence of us who hereunto subscribed our Names as Witnesses hereto. **My Will is**, that, &c. (*recite the very Words*).

Another Nuncupative Will.

- (6.) **Memorandum**, that on or about the first Day of — in the Year of our Lord, &c. *M. F.* of, &c. Spinster, being sick of the Sickneis whereof she died, on or about the tenth Day following, did [*here name the Place where she had been for the Recovery of her Health above two Months before*] make and declare her last Will and Testament nuncupative in these or the like Words following; **I give** unto, &c. (*here Name the Legacies and Bequests*); the Residue of my Estate, &c. I give unto *A. B.* of, &c. and I do make her my Executrix. **These Words**, or to the like in Effect, the said deceased declared in the Presence of the Witnesses whose Names are hereunto subscribed, with an Intention that the same should stand for and be her last Will and Testament, and she the said *M. F.* bid the Witnesses, or some of them, bear Witness thereunto.

Conclusion

Conclusion of Wills.

(*AFTER naming the Executors and revoking all former Wills, &c.*) In Witness whereof I the said *A. B.* have to this my last Will and Testament, contained in six Skins of Parchment fixed together at the Top and sealed with my own Coat of Arms, and to the last Skin have set my Hand and Seal, and to every other Skin thereof my Hand only, declaring it to be my last Will and Testament, the Day and Year first above written, (if dated in the Preamble.)

Another Conclusion.

In Witness whereof I *A. B.* the Testator, have to this my Will, consisting of four Sheets of Paper, set my Hand and Seal at the Bottom of every Sheet this — Day of — in the Year, &c.

Attestation of Wills.

Signed, sealed, published and declared by the above named *A. B.* as and for his last Will and Testament in the Presence of us, who at his Request and in his Presence have subscribed our Names as Witnesses thereunto, (if a Duplicate is executed at the same Time, say) as we have likewise done to a Duplicate of the above written Will at the same Time.

Another Attestation.

Signed, sealed, published and declared by *A. B.* the above named Testator, as and for his last Will and Testament in the Presence of us, who at his Request, in his Presence and in the Presence of each other, have subscribed our Names as Witnesses thereto.

Words.

Words relating to Conveyancing explained.

A.

Abatement and Abatoz: Or the Intrusion of an Heir into an Estate before he hath agreed with the Lord. *Theo. of Conv. p. 4, 118. 8 Rep. 87. a.*

Abbuttals, (from the *French* and *Saxon*) are the *Buttings* and *Boundings* of Land, East, West, North or South, shewing upon what other Lands or Places it is limited and bounded. The Sides on the Breadth of Land, are properly term'd, lying or bordering; and the Ends in Length, *abutting* or bounding: And in old Surveys, these last are called *Head-Lands*. The Bounds of Lands may be of several Sorts; such as Inclosures of Hedges, Ditches and Stones in common Fields; and of Manors, are Brooks, Rivers and Highways, &c. *Camd.*

Abeyance, if a Person makes a Lease for Life, the Remainder to the right Heirs of *A. B.* in that Case the Fee-simple is in Abeyance until the Death of *A. B.* *Terms of the Law 6.*

Ability, to Purchase or Grant. *Theo. of Conv. 45, &c.*

Abithering, in antient Grants and Charters, is understood to be a Liberty or Freedom, to be quit of Amercements; and also to have the Forfeitures of others. *Rastal's Abr.*

Accapitum and Accapitare, to pay a Relief to the Chief Lord. *Fleta 1, 2. c. 50.*

Acceptance, is the Taking and Accepting any Thing in good Part, and as it were a tacit Agreement to a preceding Act, which might have been defeated and avoided, were it not for such Acceptance had.

Accord, if a Contract be without Deed to deliver Goods, &c. Money may be paid by Accord in Satisfaction; and where it is by any Deed, as on a Bond, it must be in Satisfaction of the Money in the Condition; not of the Bond or other Deed, which cannot be discharged but by Writing of as high a Nature. *Cro. Jac. 254. Hob. 178. 5 Mod. 86.*

Achat, a Contract or Bargain.

Acherist, a Measure of Corn.

Accroche, (*French*) to incroach. *Stat. 25 Ed. 3.*

Acherfet, (*French*) eight Bushels, or a Quarter.

Acknowledgment Money, is what is paid in some Parts of *England* by Tenants, as an *Acknowledgment* to their new Lord, on the Death of their former Landlord; as *Money* is usually paid on Attornment. *Chart. Prior. Leominst.*

Acquiescentia de Shiris & Hundredis, signifies to be free from Suits and Services in Shires and Hundreds.

Acquisition. *Theo. of Conv.*

Acquistal, (from the *French* and *Latin*) is to be free from Entries and Molestations of a superior Lord, on Account of Services issuing out of Land.

Acre, (from the *German*) signifies a Parcel of Land, containing in Length forty Perches, and in Breadth four; and so in Proportion, either as to Breadth or Length. By the Statute 24 *H. 8.* relating to the sowing of Flax, it is declared that one hundred and sixty Perches make an *Acre*, which is forty multiplied by four. And with this Account agrees the Ordinance of measuring Land. 35 *Ed. 1.* But the Word *Acre* formerly meant any open Field, and not a determined Quantity of Ground; as *West Acre*, &c.

Acton, (from the *Latin*) is a legal Demand of a Man's Right, or the Form of a Suit given by Law for recovering that which is due to a Person. 1 *Inst. 285.*

Azor Dominicus, (*Latin*) the Lord's Bailiff or Attorney.

Acts done, may be distinguished into the *Acts of God*, *Acts of the Law*, and *Acts of Men*. As to the first, if the Means to settle any Right or Estate, in some Circumstance become impossible by the *Act of God*, no Party shall receive any Damage thereby. *Co. Litt. 123. 1 Rep. 97.*

Acquisition. *Theo. of Conv. p. 1, to 125.*

Addition, (from the *Latin*) in our Law signifies a Title given to a Person besides his Christian and Surname, shewing his Estate, Degree, Trade, and Place of Abode, &c. *Additions* of Estate, are Yeoman, Gentleman, Esquire, &c. *Additions* of Degree, Knight, Baronet, Earl, Marquess and Duke; *Additions* of Trade, are Merchant, Clothier, Smith, or other Occupation whereby a Person gets his Living; *Additions* of Place, *London*, *Bristol*, *Southampton*, &c. These *Additions* were ordained to prevent one Man's being

ing grieved or molested for another; and that every Person might be certainly known, so as to bear his own Burden. 2 *Inst.* 669.

Adeling, Aedelan, (*Saxon*) a Title of Honour belonging to the King's Children, &c.

Aditus, a Cart-Way.

Admeasurement of *Dower*, is where a Man's Widow after his Death holds from the Heir more Land, &c. as her *Dower*, than of Right belongs to her.

Administration and **Administrators,** *Theo. of Conv.* p. 155, 853.

Admolitrum, (*Latin*) a Heap of Land.

Adultery, (from the *Latin*) is where a Wife lives with an *Adulterer*, and is not reconciled to her Husband, she shall forfeit her *Dower*. 1 *Inst.* 36. In old Authors, *Adultery* is termed *Advolwtry*. 1 *H.* 7. c. 4.

Aetaria, (*Latin*) a Brass Mine.

Aesnecia, (*Latin*) **Ency,** is the Prerogative of the Elder to choose, and the Elder Brother by Virtue of *Esneey* had assigned him the Capital House.

Affeerers, (in the *French Affirours*) are Persons appointed to tax, assess and confirm such *Amercements* as are set in inferior Courts. In Court Leets, they upon Oath settle and moderate the Fines imposed on those as have been guilty of Faults arbitrarily punishable; that is, such as have no express Penalty assigned by Statute. *Affeerers* are also appointed in Courts Baron for moderating *Amercements*; and the Persons nominated to this Office are to affirm on Oath what Penalty they think ought to be inflicted on Offenders. This Word is used in the Statute. 25 *Ed.* 3. c. 7. And by *Magna Charta*, *Amercements* shall be assessed by the Oath of honest and lawful Men of the Vicinage. 9 *H.* 3. c. 14.

Affiance, a Plighting of Troth between a Man and a Woman on an Agreement of Marriage.

Affidatus, (*Latin*) a Tenant by Fealty.

Afforest, is to turn Ground into Forest: And when it is converted from a Forest to other Uses, that is called *disafforested*. *Chart. de Forest.* c. 1.

Affreightment, signifies the Freight of a Ship, from the *French* Word *Fret*, or Tons.

Afri, (*Latin*) Beasts of the Plow.

Age, (from the *French*) in the Law is used for those particular Times wherein Persons of both Sexes are enabled to do certain Acts, which before, for want of Years and Judgment, they may not do. As for Instance, a Man at twelve Years of *Age*, ought to take the Oath of Allegiance to the King in a Leet; at fourteen, which is his *Age* of Discretion, he may consent to Marriage, and chuse his Guardian; and at twenty-one he may alien his Lands, Goods and Chattels. A Woman at nine Years old is dowable; at

twelve she may consent to Marriage; at fourteen she may chuse a Guardian; and at twenty-one may alienate her Lands, &c. 1 *Inst.* 78.

Age-prier, (*French*) is where on an Action brought against a Person under Age for Lands descended to him, he by Motion or Petition shews the Matter to the Court, praying the Action may be staid till his full Age, which the Court generally agrees to. *Terms de Ley* 30.

Agent and **Patient,** is when a Person is the doer of a Thing, and also the Party to whom it is done. 8 *Rep.* 138.

Agild, signifies to be exempted from a customary Fine or Imposition, according to the *Saxon* Laws. *Leg. Alured.* c. 6.

Agillarius, is used by old Writers for a Hayward, Herdward, or Keeper of Cattle in a common Field; and such in Respect of their constant Duty, were privileged from all Services to the Lord. *Paroch. Antiq.* 534.

Agist, (from the *French*) in the Common Law signifies to take in and feed the Cattle of Strangers in the King's Forests, and collect the Money due for the same. *Chart. de Foresta* 9 *H.* 3. c. 9. The Officers appointed for this End are called *Agisters*, and are created by Letters Patent; and there are four of them in every Forest where the King hath any Pannage. *Manw. For. Laws* 80.

Agreement, what shall be said an Agreement, see *Theo. of Conv.* 380.

Alba firma, a Word used by Lord Coke that seems to signify a Tenure. 2 *Inst.* 10.

Alien and **Alienation,** see *Theo. of Conv.* p. 45. *Stat.* 25 *Ed.* 3. c. 2. *Gro. Car.* 605. 1 *Inst.* 2, 129. *Stat.* 15 *Ric.* 2. c. 5. 1 *Inst.* 118, 223.

Alimony, (from the *Latin*) signifies Nourishment or Maintenance, and is that Allowance which a married Woman sues for, and is intitled to, upon any occasional Separation from her Husband: As where a Wife is divorced from her Husband's Bed and Board, if it be not for Elopement or Adultery, she may in her own Name sue him for *Alimony* out of his Estate, during the Separation, either in the Chancery or Spiritual Court, where it will be allowed; but the Spiritual Court is the most proper to sue in for *Alimony*. 1 *Inst.* 235.

Alleviare, to levy or pay an accustomed Fine.

Allodial, is an Inheritance held without any Acknowledgment to a Lord or Superior, and therefore differs in its Nature from *Feodal*. *Allodian* Lands are free Lands, which a Person enjoys without paying any Fine, Rent, or Service to another.

Allodium, signifies a Manor; and *Alodarii* are Lords of Manors Paramount. *Domesd.* 1 *Inst.* 1, 5.

Amortisation,

Amortisation, (from the *French*) is a Privilege or Licence of taking in *Mortmain*.

Amy, is a Friend; and *prochein amy*, is the next Friend to be intrusted for an Infant.

An, Jour and Waste, (*French*, signifying Year, Day and Waste) is a Forfeiture of Lands for a Year and a Day to the King, by Persons committing Petit Treason or Felony, and afterwards the Land falls to the Lord.

Ancestor, is of the like Signification with *Predecessor*, or one who has gone before in a Family: Yet the Law makes a Difference between them; the first being applied to a Natural Person and his *Ancestors*, and the last to a Body Politick and their *Predecessors*. *Co. Lit.*

Ancestrel, signifies any Thing that relates to or has been done by one's Ancestors; such as *Homage Ancestrel*, &c.

Ancient Demesne, is a certain Tenure, whereby all the Manors belonging to the Crown in the Days of St. Edward, and William the Conqueror, were held. The Tenants in *Ancient Demesne*, had their Tenures from Plowing the King's Lands, and other Works, on Account of which they had Liberties granted them: And there were two Kinds of these Tenants; one that held their Lands by Charter freely; the other by Copy of Court-Roll, according to the Custom of the Manor. *Brit. c. 66. Theo. of Conv. p. 663.*

Annus Rubiles, (*Latin*) signifies the marriageable Age of a Woman, viz. when she is twelve Years of Age. *2 Inst. 434.*

Anno Domini, is the Computation of Time from our Saviour's Incarnation: The *English* thereof, *In the Year of our Lord*, is now inserted in the Dates of all Deeds and Writings, as the *Latin* was, generally with, but sometimes without the Addition of the Year of the King's Reign, &c.

Annuity, signifies a certain yearly Sum granted and made payable to another for Life, Years, or in Fee.

Apatifatio, signifies an Agreement or Compact made with another. *Upton, lib. 2. c. 12.*

Appendant, is any Thing that is Inheritable, belonging to some Inheritance more worthy; as an Advowson, Common, Court, &c. may be *appendant* to a Manor; Common of Fishing to a Freehold, Land to an Office, &c. *1 Inst. 121.* But Land cannot be *appendant* to Land, for both are corporeal Inheritances; and one Thing corporeal may not be *appendant* to another, tho' incorporeal Things are *appendant* to it. *4 Rep. 86. Plowd. 170.*

Appenditia, signifies the Appendages or Appurtenances of an Estate. *Kenner's Paroch. Antiq. 110.*

Appennage, is a *French* Word used for

a Child's Part, being properly the Portion of the King's younger Children in *France*, where they have a fundamental Law of *Appennages*. *Spelm. Gloss.*

Apportionment, signifies the Dividing of a Rent into Parts, in the same Manner as the Land out of which it issues, is divided among two or more: As if a Man have a Rent-Service issuing out of Lands, and he purchases Part of that Land, the Rent shall be apportioned with Respect to the Value of the Land. *Terms of the Law 47.*

Apportum, (from the *French*) is used in ancient Records, for the Revenue or Profit which a Thing brings in to the Owner. *Anno 22 Ed. 3.*

Appropriate ad Honorem, to bring a Manor within the Liberty of an Honour. *Kenner's Paroch. Antiq. 336.*

Appropriate Communiam, is to *discommon*, that is, to inclose any Parcel of Land that before was open Common. *Paroch. Antiq.*

Approve, signifies to increase a Thing to the utmost: As to *approve* Land, is to make the greatest Benefit of it, by increasing the Rent, &c. *2 Inst. 474.*

Approvement, in general is taken to be the same with *Improvement*; but is more particularly used for the inclosing Part of a Common or Waste by the Lord of a Manor, leaving nevertheless sufficient Common, with Egress and Regress for the Commoners. *Reg. Jud. 8.*

Appurtenances, (from the *French*) signify Things corporeal and incorporeal, that appertain or belong to another Thing as Principal: As Hamlets to a Manor; and Common of Pasture, of Fishery, &c. *Brit. cap. 39.* Common *appurtenant* may be to a House, or Pasture, &c. And Out-houses, Yards, Orchards and Gardens are *appurtenant* to a Messuage; but Lands cannot properly be said to be so. *1 Lill. Abr. 91.*

Aratrum Terræ, is as much Land as can be tilled or ploughed with one Plough. *Thorn. Anno 1616.*

Arbitrator, (*Latin*) signifies a private extraordinary Judge chosen by the mutual Consent of Parties, to determine Controversies between them: This is where Persons think it more safe to refer Things to the Determination of Friends, than to venture a Trial at Law. *West. Symb. sect. 21.*

Archives, (*French*) ancient Records; also the Place where they are kept.

Arden, (*French*) Woodland.

Arnassa, a Word signifying Arable Grounds. *Domesd.*

Arpen, or **Arpent**, (from the *French*) is an Acre or Furlong of Land: But some account it but half an Acre, or less.

Arrentation,

Arrentation, (from the *Spanish*) is the Licenſing of an Owner of Lands in a Forest, to incloſe them with a low Hedge and a ſmall Ditch, according to the Aſſiſe of the Forest, under an annual Rent. *Ordin. Foreſtæ* 34 Ed. 1.

Arrura, ſignifies Days Work of Ploughing, according to antient Writers; it being cuſtomary in former Times for Tenants to plough certain Days for their Lords. *Paroch. Antiq.* 401.

Aſſart, Lands adjoining to a Wood, Forest or Chafe, converted into Tillage, &c.

Aſſatare, (*Latin*) to ſtock up Woodland and convert it into Arable, &c.

Aſſent, is uſed in the Law in ſeveral Caſes. Where Goods are given to a Perſon by Will, the *Aſſent* of the Executor is neceſſary to this Legacy, before the Legatee may take the ſame: But to a Devife of Lands being Freehold, ſuch *Aſſent* is not required. 1 *Inſt.* 111.

Aſſets, (from the *French*) ſignifies Goods or Effects ſufficient to diſcharge that Burden which is caſt upon an Executor, Adminiſtrator or Heir, in ſatiſfying the Debts and Legacies of the Teſtator or Anceſtor. *Bro. Tit. Aſſets*.

Aſſewiare, to draw or drain Water from Maſh Grounds.

Aſſignment, is the Transferring the Intereſt one has in a Leaſe, or other Thing, to another Perſon. *Theo. of Conv.* p. 15, 784.

Aſſiſus, ſignifies rented or farmed out for ſuch a certain aſſeſſed Rent in Money or Proviſions. *Paroch. Antiq.* 141.

Aſſumpſit, a voluntary Promiſe by which a Man aſſumes or takes upon him to perform or pay any Thing to another. *Law Terms* 60.

Aſſurance of Lands, is where any Lands, &c. are conveyed from one Perſon to another by Deed. See **Infurance**.

Aſtrarius Hæres, is where an Anceſtor by Conveyance has ſettled his Heir apparent and Family in a Houſe in his Life-time. 1 *Inſt.* 8.

Attendant, ſignifies one that owes a Duty or Service to another, or in ſome Manner depends upon another; as Widow endowed of Lands by a Guardian, ſhall be *attendant* on the Guardian, &c. *Terms de Ley* 63.

Attorney, is a Perſon appointed by another to do ſomething in his Stead.

Attornment, what; ſee *Theo. of Conv.* p. 734.

Avenage, (*French*) a certain Quantity of Oats paid by a Tenant to a Landlord in lieu of ſome Dues.

Averia, in *Engliſh* Cattle, is uſed for Oxen or Horſes of the Plough; and in a general Senſe any Cattle. *Westm.* 2. c. 2.

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Aver Corn, is a reſerved Rent in Corn, which Farmers and Tenants were formerly to pay to ſome Religious Houſe: Or it ſignifies Corn drawn to the Lord's Granary, by the Working Cattle of the Tenant. *Sommer.*

Aver Land, ſeems to have been ſuch Land as the Tenants did plough and manure *cum Averiiis ſuis*, for the Uſe of the Lords of the Soil. *Mon. Angl.*

Averment, of Uſes: Or the Proof of Uſes by Witneſſes. *Theo. of Conv.* 694.

Auter Droit, is when Perſons ſue, or are ſued in another's Right, as Executors, &c.

Award, (from the *French*) is the Judgment and Arbitration of one or more Perſons, indifferently choſen by two Parties that are at Variance, for determining the Matter in Diſpute.

B.

BALKS, [*Terra inter duos ſulcos elata*, Skinner] Ridges of Land which lie between the Furrows.

Balluca, (*Latin*) Gold Oar.

Bannum, ſignifies the utmoſt Bounds of a Manor or Town. 47 *H.* 3. *Rot.* 44.

Bargain and Sale, what; ſee *Theo. of Conv.* 704.

Baron and Feme, are Huſband and Wife by our Law; and they are adjudged but one Perſon, ſee *Theo. of Conv.* p. 179, &c.

Barton, or **Berton**, is that Part of a Country Farm where the Barn and Outhouſes ſtand, and wherein the Cattle are foddered, and other Buſineſs is done. It alſo ſignifies a Farm, diſtinct from a Manor; and Demefne Lands, &c. 2 & 3 *Ed.* 6. c. 12.

Basca, (*Latin*) Hedge-Wood.

Bas Cur, (*French*) an Out-Yard.

Base Eſtate, is ſuch Eſtate as *Base* Tenants have in their Lands, who perform villainous or low Services to their Lords. *Kitch.* 41.

Base Fee, is to hold in Fee at the Will of the Lord, as diſtinguiſhed from Socage Tenure: But Sir *Edward Coke* ſays, that *Base* Fee is what may be defeated by Limitation, or Entry, &c. 1 *Inſt.* 1. 18.

Basket-Tenure, a Tenure of Lands by the Service of making the King's Baskets. *Libr. Rub. Scacc.* 137.

Baſtiment, (*French*) a Building.

Baubels, is an old Word ſignifying Jewels.

Bederepe, is a cuſtomary Service, whereby Tenants were antiently bound to reap their Lord's Corn in Harveſt Time; as ſome are to this Day tied to give them one, two, or more Days Work. *Rot.* 10 *H.* 3.

Belgæ, the Inhabitants of *Somerſetſhire*, *Wiltſhire* and *Hamſhire*.

Benereth, a Service which the Tenant rendered to his Lord with his Plow and Cart. *Co. Lit.* 86.

Beoza, (*Saxon*) a Barrow, Grove or Toft of Trees on the Top of a Hill.

Verbfage, (*Latin*) a Service done by Tenants for their Landlords at *Hockday* in *Cornwal*.

Bercaria, (from the *French*) is a *Berchery*, or Sheepfold, or other Inclosure for the keeping of Sheep. *2 Inst.* 476.

Berewica, signifies Villages or Hamlets belonging to some Town or Manor. *Domesd.*

Berghnote, (from the *Saxon*) is an Assembly or Court held upon a Hill in *Derbyshire*, for deciding Pleas and Controversies among the Miners. *Manlove*.

Beria, (*Latin*) Berry, a flat wide Field or Heath.

Besalle, signifies the Father of a Grandfather; and in our Law, is a Writ that lies where the Great Grandfather was seised in Fee of any Lands, &c. at the Time of his Death; and after his Decease a Stranger enters thereon the same Day, and keeps out the Heir. *Fitz. Nat. Br.* 221.

Binnarium, Stews or Water penned up for feeding and preserving Fish. *Vide Stat.* 3 *Edw.* 1.

Bisextile, is the Leap-Year, vulgarly so called because the sixth Day before the Calends of *March* is twice reckoned, viz. on the 24th and 25th of *February*, on which Account the *Bisextile* Year has one Day more than other Years, and happens every fourth Year. It was first invented by *Julius Caesar*, in order to make the Year agree with the Course of the Sun: And to prevent all Doubt that might arise.

Bladarius, is used in old Records for a Corn-chandler, Meal-man, or Retailer of Corn. *Pat.* 1 *Ed.* 3.

Bladarum Falces, (*Latin*) Sheafes of Corn.

Blench, signifies a Kind of old Tenure of Land; as to hold Lands in *Blench*, is by Payment of a Sugar Loaf or a couple of Capons, &c.

Blood, in Descents of Lands is regarded; for a Person is to be the next and most worthy of *Blood* to inherit. *1 Inst.* 13.

Bockland, in the *Saxons* Time was what we now call Freehold Lands, held by the better Sort of Persons by Charter or Deed in Writing; by which Name it was distinguished from *Folkland* or Copyhold Land, holden by the common People without Writing. *Terms de Ley* 88.

Bona Notabilia, where a Person dies, having at the Time of his Death, Goods in any other Diocese, besides his Goods in the Diocese where he dieth, amounting to the Value of 5*l.*

Boothage, customary Dues paid to the Lord of the Manor for standing of Booths in a Market, &c.

Booting Corn, signifies Rent-Corn anciently so called; paid by the Tenants of the Manor of *Haddenham* in the County of *Bucks.* *Antiq. Purvey.* 418.

Bordaria, in the *Saxon* signifies a Cottage, with a small Parcel of Land, the Tenants whereof supplied the Lord with Poultry and other such like Provisions. *Spelm.*

Bordlands, are the Demesnes which Lorks keep in their own Hands for the Maintenance of their Board or Table. *Bract. lib.* 4.

Bordlode, was an antient Service required of Tenants to carry Timber out of the Woods of the Lord to his House. It is also used to signify the Quantity of Food or Provision, which the *Bordarii* or Boardmen paid for their *Bord-Lands*.

Bord-Service, is a Tenure of *Bord-Lands*, by which some Lands in certain Places are held of the Bishop of *London*, and the Tenants do now pay Sixpence an Acre in lieu of finding Provisions, as antiently for the Lord's Table. *Blount.*

Borough English, is a customary Descent of Lands or Tenements, whereby in some antient *Boroughs* and Copyhold Manors, Estates descend to the youngest Son; or if the Owner has no Issue, then to his younger Brother; as in *Edmuntton*, &c. *Kitch.* 102.

Borough Goods, seem not to have been devisable by Will, before the Statute 11 *Ed.* 1. c. 1.

Boscage, is that Food which Trees yield to Cattle, as Mast, &c. Though *Manwood* says, to be quit of *Boscage*, is to be discharged of paying any Duty for Wind-fall Wood in the Forest. *Cowel.*

Boscagium, the Liberty of taking Wood.

Boscarium, (*Latin*) a Woodhouse.

Bottomry, is when the Master of a Ship borrows Money upon the Keel or Bottom of his Ship and binds the Ship itself, &c.

Britopse Lex, (*British*) the Law of the Marches of *Wales*.

Breve perquirere, signifies the Purchasing of a Writ or Licence for Trial in the King's Courts: Whence comes the present Usage of paying 6*s.* 8*d.* Fine to the King, in Suits for Money due on Bond, where the Debt is 40*l.* and of 10*s.* where it is 100*l.* &c.

Brigantes, a Word used for *Yorkshire*, Bishoprick of *Durham*, *Westmoreland* and *Cumberland*. *Blount.*

Brighote, (*Saxon*) Exemption from Toll for mending Bridges.

Broce, (*French*) a thick Covert of Brushwood.

Buere, signifies Heath Ground, being often mentioned in old Records. *Paroch. Antiq.* 620.

Builletus, (*Latin*) a little Wood or small Coppice.

Buck-wheat, is said to be the same with *French* Wheat, used in several Counties of this Kingdom. *15 Car. 2. c. 5.*

Buttes, Ends of Lands in Arable Ridges, &c.

C.

Cablish, by the Writers of the Forest Law signifies Brushwood; but *Spelman* thinks it more properly Wind-fall Wood. *Inq. Ann.* 47 H. 3.

Caep Gildum, the restoring Goods or Cattle. *Blount.*

Camera, (*Latin*) a Nook of Ground or a winding crooked Plat of Ground.

Campartum, signifies any Part or Portion of a large Field or Ground. *Cowel.*

Candlemas-Day, is the Feast of the Purification of the blessed Virgin *Mary*, being the second Day of *February*, and is held in *Hilary* Term, by all the Inns of Court, as a Grand Day: This Festival is no Day in any of the Courts at *Westminster*; wherefore the Judges do not sit that Day, but usually observe many antient Ceremonies, and the Societies have sumptuous Entertainments thereon, with most Kinds of Diversions.

Cantred, is a *British* Word that signifies a Hundred in *Wales*; for there they divide their Counties into *Cantreds*, as we do ours into Hundreds. *28 H. 8. c. 3.*

Capite, is an antient Tenure of Land, which was held immediately of the King, as of his Crown, whether it were by *Knights* Service, or in Socage: It is likewise called, Tenure holding of the Person of the King. *Dyer* 44.

Capituli Agri, signify the Head-Lands, such as lie at the Head or upper End of the Lands or Furrows. *Paroch. Antiq.* 137.

Caput Baronie, is the Castle or chief Seat of a Nobleman, which where there is no Son, descends to the eldest Daughter, and must not be divided.

Caput Jejunii, is used in our Records for *Ash-Wednesday*, the first Day of *Lent*. *Paroch. Antiq.* 132.

Caracate, or Curve of Land, a Plough-Land, which in a Deed of *Thomas de Arden* 19 *Edw. 2.* is said to be one hundred Acres.

Cassatum, (*Latin*) a Hide of Land, &c.

Castellarium, or **Castellarii**, signifies the Precinct or Jurisdiction of a Castle. *Mon. Angl. Tom. 2. f. 402.*

Catals, **Catalla**, Goods and Chattels.

Cauda Terræ, the Bottom of a Ridge in Arable Land.

Caveat, is a Kind of Process in the *Spiritual Court* to stop the Probate of a Will, &c.

Censure, a Kind of Personal Money paid for every Poll in divers Manors in *Cornwal* and *Devon*.

Cepnagium, the Stumps or Roots of Trees which remain in the Ground after the Trees are felled.

Cert-Money, signifies Head Money, annually paid by the *Resiants* of Manors, to the Lords of the same, for the certain keeping of the Court-Leet. See *Common Fine*.

Cerura, a Mound, Fence or Inclosure.

Cession, a Ceasing, Yielding up, or Giving over.

Cestuy que Trust, is he who hath a Trust in Lands or Tenements committed to him for the Benefit of another.

Cestuy que Use, he to whose Use any other Man is infeoffed of Lands or Tenements. *1 Rep.* 133.

Cestuy que Vie, is he for whose Life any Lands or Tenements are granted. *Perk.* 97.

Charge, in general, is said to be any Thing done that bindeth the Person doing it, or his Representatives, or that which is his, to the Performance thereof: And Land may be charged several Ways, as by Grant of Rent out of it, by Statutes, Recognisances, Judgments, Warranties, &c. *Litt. sect.* 648.

Charcks, are Pit-Coal when charred or charked, so called in *Worcestershire*.

Charter, is taken in our Law for a written Instrument or Evidence of Things acted between one Person and another. The King's Charter, is where the King makes a Grant to any Person, or Body Politick; as a Charter of Exemption, of Privilege, Pardon, &c. Charters of private Persons, are Deeds and Instruments for the Conveyance of Lands, &c. And here the Purchaser of Land, shall have all the Charters and Deeds as incident to the same, and for the Maintenance of his Title; but this is understood, where a Feoffor is not bound to a general Warranty of the Lands. *1 Inst.* 6. *Moor* 687.

Charterer, a Freeholder is called by this Name in *Cheshire*. *Ley's Antiq.* 356.

Charter-Land, is such Land as a Person holds by Charter; that is, by Evidence in Writing, otherwise termed *Freehold*. *19 H. 7. c. 13.* See *Boekland*.

Charter-party, is a Deed or Writing indented, that is made between Merchants and Sea-faring Men, concerning their Merchandise and Maritime Affairs. *2 Inst.* 673. A Charter-party of Affreightment, settles the Agreement in Relation to the Freight of a Ship and Cargo, between the Merchant and Commander

Commander or Master of the Vessel; and it binds the Master to deliver the Goods in good Condition at the Place of Discharge, &c. In these *Charter-parties*, if Dangers of the Sea are excepted, it has been adjudged that such Exception extends as well to any Danger upon the Sea from Pirates or Men of War, as to common Dangers by Shipwreck, or Tempests, &c. 2 *Roll. Abr.* 248.

Chale, signifies generally a great Quantity of woody Ground, lying open and privileged for the Reception of Deer and Wild Beasts, and is of a middle Nature between a Forest and a Park, it being commonly less than a Forest, and not having so many Liberties; and yet of a larger Compass, and stored with greater Diversity both of Keepers and Wild Beasts, or Game, than a Park. 1 *Inst.* 233.

Chattels, in Law, comprehend all Things moveable and immoveable, except what are in the Nature of Freehold, or Parcel of it: And no Estate of Inheritance can be termed Goods or Chattels; neither shall a Freehold for Life be deemed so. *Chattels* are either *Personal* or *Real*; *Personal*, as Gold, Silver, Plate, Jewels, Furniture, Cattle of all Sorts, Ploughs, Carts, &c. *Real*, are such as concern the Reality, Lands and Tenements, as a Lease or Rent for Term of Years, Interest in an Advowson, Statute Merchant, Staple, &c. a Box with Charters of Land, Corn cut down, Trees cut, &c. and these are issuing out of an immoveable Thing to a Person, or have a Dependency thereon: But Deeds concerning Freeholds and Obligations, &c. which are Things in Action, are not accounted *Chattels*. 1 *Inst.* 118. 8 *Rep.* 33. *Noy Max.* 49.

Chevage, a Tribute, or certain Sum of Money, formerly paid by such as held Lands in Villenage, to their Lords by way of Acknowledgment, and was a Kind of Poll or Head-Money. *Bract. lib.* 1. c. 10. *Lambard* writes this Word *Chivage*, but it is more properly *Chiefage*. See 1 *Inst.* 140.

Chevisance, (from the *French*) signifies an Agreement or Composition made; as an End or Order set down between a Creditor and his Debtor, &c. And in our Statutes, is most commonly used for an unlawful Bargain or Contract. 37 *H.* 8. c. 9. 13 *Eliz.* c. 5. 21 *Jac.* 1. c. 17. 12 *Car.* 2. c. 13.

Chimin, (from the *French*) in our Law, signifies a Way: And is divided into two Sorts, *viz.* the King's Highway, and a private Way. The King's Highway, is that in which the King's Subjects, and all under his Protection, have free Liberty to pass, tho' the Property of the Soil on both Sides such Way may belong to some private Person. A private Way is that through which one or more may pass, by Prescription or Charter,

through the Ground of another: And this may be either *Chimin in Gros*, where a Person holds a Way principally and solely in itself; or *Chimin Appendant*, a Way that one has appurtenant to some other Thing: As if he rent a Close or Pasture, and covenant for Ingress and Egress to and from the said Close, &c. through some Ground, by which he could not otherwise pass. *Kitch.* 117. 1 *Inst.* 56. A Person may prescribe for a Way from his House through a certain Close to Church, &c. 1 *Danv.* 785. See *Highway*.

Chirograph, in the Time of the *Saxons*, did signify any publick Instrument of Gift or Conveyance, attested by the Subscription and Crosses of Witnesses. And formerly when they made a *Chirograph* or Deed, which required a Counterpart, they ingrossed it twice upon one Piece of Parchment contrarywise, leaving a Space between, in which they in great Letters wrote the Word *Chirograph*, and then cut the Parchment in two, sometimes even and sometimes Indenture-wise, through the midst of the Word; which two Pieces being delivered to the Parties concerned, were proved authentick by matching with and answering to one another. *Chirograph* was of old used for a Fine; the Manner of ingrossing of which, and cutting the Parchment in two Pieces, is still observed in the *Chirographer's* Office.

Chirographer of Fines, (from the *Greek*) signifies that Officer in the Common Pleas, who ingrosses Fines acknowledged in that Court into a perpetual Record, after they are examined and fully passed in the other Offices, and that writes and delivers the Indentures of them to the Party. This Officer makes two Indentures, one for the Buyer, and the other for the Seller; and also makes another indented Piece, which contains the Effect of the Fine, which he delivers to the *Custos Brevium*: Likewise he or his Deputy proclaims all the Fines in Court every Term, according to the Statute, and indorses the Proclamations on the Backside of the Foot thereof. 2 *Hen.* 4. c. 8. 23 *Eliz.* c. 3.

Chose, is a *French* Word that signifies Thing, used in the Common Law with divers Epithets; as *Chose Local*, is any Thing that is annexed to a Place, such as a Mill, or the like.

Churle, Ceorle, or Carl, in the *Saxons* Time was used for a Tenant at Will, who held Land of the *Thanes*, on Condition of Rent and Service: And the *Ceorles* were of two Sorts, *viz.* One like our Farmers, that rented the Out-land or Lord's Tenementary Estate; the other which tilled and manured the Demesnes, yielding Work only, and therefore called *Ploughmen*. *Spelm.*

Citation,

Citation, a Summons to appear, particularly in the *Spiritual Court*.

Claim, is a Challenge of Interest that is in the Possession of another. *Theo. of Conv.* 629.

Claudere, to inclose, or turn open Fields into Inclosure.

Clausura Hææ, (*Latin*) an Inclosure for a Hedge.

Clawa, a Close, &c. of Land.

Clerk of the Inrolments, is an Officer of the Court of *Common Pleas*, that inrols and exemplifies all Fines and Recoveries, and returns Writs of Entry, &c.

Clerk of the King's Silver, an Officer of the Court of *Common Pleas*, to whom every Fine is brought after it hath passed the Office of the *Custos Brevium*.

Clough, a Valley.

Codicil, what; see *Theo. of Conv.* 852.

Cofeoffati, (*Latin*) Joint Feoffees.

Cognisor and **Cognisee**, are the two Persons concerned in passing a Fine of Lands, &c. The *Cognisor*, is he that acknowledges the Fine; and the *Cognisee* is the Person to whom it is acknowledged. 32 H. 8. c. 5.

Cognovit, (*Latin*) acknowledged.

Collateral Assurance, is that which is made over and above the Deed itself. See *Jacob's Diet*.

Colonus, signifies a Husbandman or Villager, who was formerly bound at certain Times to plough some Part of the Lord's Land; whence comes the Word *Clown*.

Colpices, Samplers or young Poles.

Columbare, (*Latin*) a Dove-House.

Comba tææ, (*Latin*) a low Place between two Hills. *Ken. Gloss.*

Commandry, signified in former Times a Manor or chief Messuage, with Lands and Tenements appertaining thereto, and which belonged to the Priory of *St. John of Jerusalem*, until they were given to King Henry the Eighth. See *Stat.* 32 H. 8.

Commission of Lunacy, issues out of the Court of Chancery, to inquire whether a Person represented to be a Lunatick, be so or not; that if Lunatick, the King may have the Care of his Estate. 17 Ed. 2. c. 10.

Commission of Sewers, is a Commission directed to certain Persons, to inspect and see Drains and Ditches well kept in the Marshy and Fenny Parts of *England*, for the better conveying of the Water into the Sea, and preserving the Grass on the Land. 23 H. 8. c. 5. 13 Eliz. c. 9.

Common, signifies that Soil the Use whereof is common to this or that Town or Lordship: Or it is a Profit that a Man has, usually in common with others. There is *Common of Pasture* for Cattle, and also *Common of Fishing*, *Common of Estovers*, *Common of Tur-*

bary, &c. *Common of Pasture* is divided into *Common in Gross*, *Common Appendant*, *Common Appurtenant*, and *Common because of Neighbourhood*. The *Common in Gross*, is where a Person by Deed grants to another to have *Common* alone, without any Lands or Tenements in the Land of the Grantor. *Common Appendant*, is a Right belonging to a Man's Arable Lands, of putting Beasts commonable, such as Horses, Oxen, Kine and Sheep, into another's Ground. And *Common Appurtenant* is what belongs to an Estate for all Manner of Beasts, commonable or not so: It appears by *Fitzherbert*, that these two *Commons* are in a great Measure confounded; where they are defined to be a Liberty of *Common* appertaining to, or depending on some Freehold: Yet some make this Difference, viz. that *Common Appurtenant* may be severed from the Land whereto it is belonging; but not *Common Appendant*; and the one may pertain to a House, Pasture, &c. tho' not the other. *Fitz. Nat. Brev.* 31. 4 Rep. 37.

Common of Estovers, signifies a Right of taking Wood out of another Person's Woods, for House-bote, Plough-bote, and Hay-bote. A Tenant for Life or Years, hath these three Kind of Estovers incident to his Estate, if he be not restrained by special Covenant; and though no Mention is made thereof in the Leases: But if such Tenant take more House-bote, &c. than is needful, he may be punished for it as a Waste. 1 Inst. 41. Where a Person has *Common of Estovers*, if the Owner of the Land cuts down all the Wood, so that there is none left for him, he may bring *Affise* of Estovers, or Action of the Case: And here if the Tenant shall use them to any other Purpose than he ought, he that owns the Wood may have Trespass against him. 9 Rep. 112. *Moor Ca.* 65.

Common of Piscary, signifies a Liberty of Fishing in another's Water. *Common of Fishery* to exclude the Owner of the Soil, is against Law: Yet a Person by Prescription may have a separate Right of Fishing in a Water, and the Owner be excluded; as one may grant such Right, without granting the Soil or the Water. 1 Inst. 122. 5 Rep. 34.

Common of Turbary, signifies a Licence to dig Turf on the Ground of another, or in the Lord's Waste. It is appendant or appurtenant to a House, but not to Lands; for Turfs are to be burnt in the House: And it gives no Right to the Land whence taken. 1 Inst. 4. Likewise there is a *Common* or Liberty of digging Gravel, &c.

Common Fine, is a small Fine which the Resiants within the Liberty of some Leets, pay to the Lords of the same; and is otherwise

wife called *Head-Silver*, and *Cert Money*. This Fine was first granted to the Lord, towards the Charge of his Purchase of the Court Leet, whereby the Resiants have the Ease to do their Suit within their own Manors, and are not obliged to attend the *Sheriff's Turn*. 11 Rep. 44. 3 Ed. 1. c. 18.

Common Law, is taken for the Law of *England* simply, without any other Laws; as generally holden before any Statute was enacted in Parliament to alter the same. The *Common Law* is grounded upon the general Customs of the Realm, including therein the Law of Nature, the Law of God, and the Principles and Maxims of Law: It is also founded on Reason; and is said to be the Perfection of Reason, acquired by long Study, Observation and Experience, and refined by the Learned in all Ages. And it may likewise be well said to be the *common* Birth-right, that the Subject has for the Safeguard and Defence, not only of his Goods, Lands and Revenues, but of his Wife and Children, Body, Fame, and Life also. 1 Inst. 97, 142.

Commote, in *Wales*, antiently signified half a *Cantred* or Hundred, containing fifty Villages. *Stat. Wallie* 12 Ed. 1. It is likewise taken for a great Seignior, including one or divers Manors. 1 Inst. 5.

Communance, is said to signify the Commoners, Tenants or Inhabitants, who had the Right of *Common*, or Commoning in open Fields, &c. *Cowel*.

Composition, signifies generally a Contract between a Parson, Patron and Ordinary, &c. to accept of Money, or other Thing, in Lieu of Tithes: And upon such *Compositions*, Land may be exempted from paying Tithe; but they shall not bind the Successors, unless made for twenty-one Years, or three Lives, as in the Case of Leases of Ecclesiastical Corporations, &c. *March. Rep.* 87. 13 *Eliz.* c. 10.

Compromise, is defined to be a mutual Promise of two or more Persons in Difference, to refer the Decision of their Controversy to Arbitrators; and some Authors say, it is the Faculty or Power of pronouncing Sentence therein, given by the Parties private Consent. *West. Symb. Sect.* 1.

Concessi, in *English*, *I have granted*, has been frequently used in Conveyances, and is a Word of general Extent, a Covenant in Law being thereby created; so *Dedi*, or *I have given*, makes a Warranty. 1 Inst. 384.

Concord, in the Common Law, signifies the Agreement between Parties, who intend to levy a Fine, how and in what Manner the Lands shall pass: And it is the Foundation and Substance of the Fine, which is taken and acknowledged before one of the

Judges of the Common Pleas, or by Commissioners appointed for that Purpose in the Country.

Condition, in a Deed, is what is joined by express Words to a Feoffment, Lease or Grant; as where a Person makes a Lease of Lands to another, reserving Rent to be paid yearly at such and such Feasts, upon *Condition* that if the Lessee fail in Payment at the Days limited, then it shall be lawful for the Lessor to re-enter.

Coningeria, a Coney Borough, or Warren of Conies.

Consanguinity, signifies Kindred by Blood or Birth; as *Affinity* denotes a Kindred by Marriage: And Regard is had thereto in the *Descent* of Land, who shall take it as next of Blood, &c.

Consideration, is the material Cause or Grounds of a Contract, without which the Party contracting would not be bound thereby. *Theo. of Conv.* 257.

Consign, where Goods are assigned or delivered over to a Factor.

Consolidation, is the Uniting of the Possession or Profit of Land, &c. with the Property.

Contentement, in our Law, signifies Countenance or Credit; or that which is necessary for the Support and Maintenance of Persons, agreeable to their several Qualities, or States of Life; and seems to be Freehold Land, lying to a Man's Tenement or Dwelling-house, that is in his own Occupation. *Mag. Chart.* c. 14. See 1 Ed. 3.

Contingent Use, is such Use as is limited in a Conveyance of Lands, &c. that may, or may not happen to vest, according to the Contingency mentioned in the Limitation of the Use. And a *Contingent Remainder*, is when an Estate is limited to take Place at a Time to come, on an uncertain Event; as where a particular Estate which supports a Remainder, may or may not determine before the Remainder may commence. 1 Rep. 121. 10 Rep. 85.

Continual Claim, signifies a Claim that is made from Time to Time, within every Year and a Day, to Lands, &c. which in some Respect one cannot attain without Danger. *Theo. of Conv.* 43.

Contrad, signifies an Agreement or Bargain between two or more Persons, where one Thing is given or exchanged for another, which is commonly called *Quid pro quo*; as where a Person sells Goods, or other Things to another, for a Sum of Money, or covenants in Consideration of a certain Sum, or an annual Rent to be paid, to grant a Lease of a Messuage, &c.

Contribules, signifies Kindred or Cousins. *Lamb.* 75.

Contribution.

Contribution, is where Persons pay their Share, or contribute a Part to any Thing. As one Parcener shall have *Contribution* against another; and one Purchaser against another, &c. 3 Rep. 12.

Consuant, (from the *French*) is used for knowing or understanding; as where the Son is *consuant*, and agrees to the Feoffment. 1 Inst. 159.

Coparceners, who are otherwise called *Parceners*, signify such Persons as have an equal Portion in the Inheritance of an Ancestor; and by Law are the Issue Female, that in Default of Heirs Male, come in Equality to the Lands of their Ancestor: They may be obliged to make Partition of the Lands thus descended, which ought to be made by *Coparceners* of full Age, &c. Litt. 243. 1 Inst. 173.

Copartnership, is a Deed containing Covenants between two or more, for carrying on a joint Trade in Merchandise, &c.

Cope, a Tribute due to the Lord of the Soil, out of the Lead Mines in some Parts of *Devonshire*.

Coppyholder, is briefly defined to be one who is admitted Tenant of Lands or Tenements within a Manor, which Time out of Mind, by Use and Custom of the Manor, have been demisable, and demised to such as will take the same in Fee-simple or Fee-tail, for Life, Years, or at Will, according to the Custom of the Manor, by Copy of Court-Roll: But is generally where the Tenant has such Estate either in Fee, or for three Lives. *West. Symb. par. 1. lib. 2. sect. 646.*

Cord of Wood, signifies a Quantity of Wood eight Foot long, four Foot broad, and four Foot high, according to the *Statute*.

Cottage, is a little House for Habitation, without Lands belonging to it: And the Inhabitants of these *Cottages*, are called *Cottagers*.

Covenant, is the Consent or Agreement of two or more by Deed, to perform or not perform a Thing contracted between them. *Theo. of Conv. p. 377.*

Covert Baron, signifies a married Woman. 27 Eliz. c. 3.

Coverture, (*French*) is in our Law applied to the State and Condition of a married Woman, who is under the Power of her Husband; and therefore is disabled to contract with any Person to the Detriment either of herself or Husband, without his Consent and Privy, or Allowance and Confirmation thereof. *Braet. lib. 1. c. 10.* A Woman married is called a *Feme Covert*; and whatever is done concerning her, during the Marriage, is said to be during the *Coverture*: Every Thing that is the Wife's is

the Husband's; nor has the Wife Power over her own Person, but the Husband. *Terms de Ley 195. 1 Inst. 133.* See *Baron and Feme*.

Covin, signifies a deceitful Compact between two or more to deceive or prejudice another Person. *Covin* is generally used in and about Conveyances of Land by Fine, Feoffment, &c. wherein it tends to defeat Purchasers of the Land they purchase, and Creditors of their just Debts; and so it is likewise used in Deeds of Gift of Goods.

Countermand, is where a Thing before executed or ordered, is by some Act or Ceremony afterwards made void by the Party that did it. A *Countermand* may be either actual or implied: *Actual*, where a Power to execute any Authority, is by a formal Writing or Deed, for that very Purpose, put off for a Time, or made void: *Implied*, when a Person makes his last Will and Testament, whereby he devises his Land, &c. to such a one, and after conveys the same Land to another by Feoffment; this Conveyance is a *Countermand* of the Will, without any express Words to make it so, and the Will thereby becomes void as to the Disposition of such Land. Yet where Land is devised, and afterwards a Lease is made thereof for Years only; here it shall not be a *Countermand* of the Will, which notwithstanding will be good for the Reversion after the Lease is ended. *Dyer 47. See Goldsb. 93.* If a Woman seised of Lands, make a Will, and devise the same to *A. B.* and his Heirs, in case he survive her; and after that she is married to the said *A. B.* thereby taking him to Husband, and Coverture at the Time of her Death, the Will is *countermanded*. *Terms de Ley 198.* Any Person may *countermand* his Licence or Authority, &c. granted to another, before the Thing is done; and if the Person authorising die, it will likewise be *countermanded*. In Law Proceedings Notice of Trial, &c. may be also *countermanded*.

Counterplea, is when in any Real Action, a Tenant by the Curtesy, or in Dower, in his Answer and Plea, vouches any one to warrant his Title, or prays in Aid of another who has a greater Estate; as of him in Reversion, &c. Or it is, where one that is a Stranger to the Action, to save his Estate, comes and prays to be received; then what the Demandant alledges against such Prayer, is called a *Counterplea*: So that *Counterplea* is in Law a Replication to *Aid Prier*, and is called *Counterplea to the Voucher*: But when the Voucher is allowed, and the Vouchee comes in and demands the Cause that the Tenant has to vouch him, and the Tenant shews his Cause, upon which the Vouchee pleads any Thing to avoid the Warranty;

Warranty; that is called a *Counterplea* of the Warranty. *Terms de Ley* 199. 25 Ed. 3. c. 7.

County-Court, is by *Lambard* divided into two Kinds; one retaining the general Name, as the *County-Court* held Monthly by the Sheriff, or his Deputy: The other called the *Turn*, which is held but twice a Year, viz. within a Month after *Easter* and *Michaelmas*. *Crompt. Jurisd.* 241.

Court-Baron, is a Court that every Lord of a Manor has within his own Precinct: It must be held by Prescription; and is of two Natures, viz. By *Common Law*, which is the *Barons* or *Freeholders Court*, of which the Freeholders, being Suitors, are the Judges: By *Custom*, which is called the *Customary Court*, and concerns the Customary Tenants and Copyholders, whereof the Lord or his Steward is Judge. A *Court Baron* may be also of this double Nature, or one may be without the other; but as there can be no such Court without Freeholders, so there cannot be any Customary Court without Copyholders or Customary Tenants. 4 *Inst.* 268. 4 *Rep.* 26.

Croft, a little Close adjoining to a Dwelling-house, and inclosed for Pasture or Arable Land, or any other particular Use.

Curia, in general is a Court, and has been taken for the Customary Tenants, who do their Suit and Service at the Court of the Lord. *Paroch. Antiq.* 139.

Curia Domini, signifies the Lord's House, Hall or Court, where all the Tenants attend at the Time of holding Courts.

Curtesy of England, is where a Man takes a Wife seised of Lands in Fee-simple, or in Tail general, or as Heiress in special Tail, and has Issue by her born alive; the Husband if the Wife dies, whether the Issue be then living or not, shall hold the Lands during his Life; and he is called Tenant by the *Curtesy of England*, because such Privilege is not granted in any other Nation except *Scotland*, now united to this Kingdom. But the Child born must be such a one, as by Possibility may come to inherit; for if Lands or Tenements are given to a Woman and the Heirs Male of her Body lawfully to be begotten; and she afterwards marries and has Issue a Daughter, and dies, the Husband shall not be Tenant by the *Curtesy*, because this Issue cannot possibly inherit. 1 *Inst.* 30. *Terms de Ley* 206. In Case the Child is ripped out of the Mother's Belly, after her Death, though it be born alive, it will not give Tenancy by the *Curtesy*; for it ought to begin by the Issue, and be consummate by the Death of the Wife, and the Estate should avoid the immediate Descent. *Ibid.* Likewise a Man shall not be Tenant by

the *Curtesy* of a bare Right, Title, Use, Remainder, &c. nor of a Seisin in Law; though of a Rent in Fee, where the Wife dies before it becomes due, &c. the Husband may be Tenant by the *Curtesy* thereof. *F. N. B.* 149. 1 *Inst.* 29, 40. See *Plowd.* 263. *Kitch.* 159.

Curtilage, signifies a Court, Yard, Backside, or Piece of Ground lying near and belonging to a House. 4 *Ed.* 1. 39 *Eliz.* c. 10.

Curtiles Terræ, were Lands antiently appropriated to the Use of the Court, or House of the Lord. *Spelm. Feuds, cap.* 5.

Custom, Vide *Theo. of Conv.* 78, 171.

D.

DALUS, is a certain Measure or Quantity of Land, by the *Welch* used for low Meadow by the River-side; and hence comes the Word *Dale*.

Dam, signifies a Boundary or Confinement; and *Infra Damnum suum* is specially used for within the Bounds or Limits of his own Property. *Bract. lib.* 2. c. 37.

Dangeria, signifies a Payment in Money, made by Forest Tenants, for the Liberty to plow and sow in Time of Mast-feeding. *For. Laws.*

Date, is the Description of Time, viz. the Day, Month, Year of our Lord, and Year of the Reign of the King, &c. in which a Deed or other Writing was made. 1 *Inst.* 6. Antiently Deeds had no Dates, only of the Month and the Year: And now if in the Date of any Deed, the Year of our Lord is right, though the Year of the King's Reign be wrong, the Deed may be good. *Theo. of Conv.* 255.

Daywere of Land, was formerly as much Arable Land as could be ploughed up in one Day's Work, or as the Farmers still call it, one *Journey*.

Deafforested, signifies Land discharged from being *Forest*; or that is freed and exempted from the Forest Laws. 17 *Car.* 1. c. 16.

Death, There is in Law a Natural Death of a Person, and a Civil Death: *Natural*, is where Nature itself expires and extinguishes; *Civil*, where a Person is not actually dead, but adjudged so by Law, as where he or she enters into Religious Orders, &c. If any Person for whose Life an Estate is granted, remains beyond Sea, or is otherwise absent seven Years, and no Proof made of his being living, he shall be accounted naturally dead. 19 *Car.* 2. c. 6. And Persons in Reversion or Remainder of any Estate, after the Death of another, on Affidavit that they have Cause to believe him dead, may move the Lord Chancellor to order

order the Person to be produced; and if this be not done, he shall be taken as dead; and those claiming may enter on the Lands, &c. 6 Ann. c. 18. See *Cartbew* 246.

Dedi, I have given, amounts to a Warranty in Law, to a Person and his Heirs, &c. 1 Inst. 304. See *Hob.* 12.

Deed, is an Instrument written on Parchment or Paper, comprehending some Contract, Bargain or Agreement between the Parties thereto, in Relation to the Matters therein contained: To which belong three principal Points, *Writing*, *Sealing*, and *Delivery*; *Writing*, to express the Contents; *Sealing* to testify the Consent of the Parties; and the *Delivery*, to make the whole binding and perfect. *Terms de Ley*.

Defenso, that Part of any Field or Place as was allotted for Corn and Hay, and on which there was no Common or Feeding, was in former Times said to be in *Defenso*. Mon. Angl. Tom. 3. p. 306.

Defensum, is an Inclosure of Land, or any fenced Ground.

Deforcement, signifies the casting any one out of his Land, or a withholding of Lands or Tenements, by Force from the right Owner. 1 Inst. 331.

Delf, (from a Saxon Word signifying to dig or delve) is a Quarry or Mine, where are dug Stone, Coals, &c. 31 Eliz. c. 7.

Delivery of Deeds, which gives them Perfection, &c.

Demefnes, or **Demains**, (from the French) are commonly understood to be the Lord's chief Manor Place, with the Lands thereto belonging, which he and his Ancestors have Time out of Mind kept in their own manual Occupation, for the Maintenance of themselves and their Families.

Demise, in Grants, is applied to an Estate, either in Fee, for Term of Life, or Years, though most usually the latter: In Writs it signifies any Estate. The Word *Demise* in a Lease for Years, amounts to a Warranty to the Lessee and his Assigns; and upon this Word an Action of Covenant lies. 2 Inst. 483. *Dyer* 257.

Demise and **Redemise**, is a Conveyance where there are mutual *Leases* made from one to another of the same Land, or something out of it.

Demy Sangué, signifies the Half-Blood; as where a Man marries a Woman, by whom he has Issue a Son, and the Wife dying, he afterwards marries another, and has also a Son by her; in this Case, these two Sons, though called *Brothers*, are but *Brothers of the Half-Blood*, because they had not one Father and Mother, and therefore they cannot be Heirs one to the other, for want of the whole Blood. *Terms de Ley* 234.

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Denariata terræ, (Latin) the fourth Part of an Acre of Land.

Dena terræ, (Latin) a hollow Place between two Hills.

Denisen, (from the French) is an Alien made a Subject by the King's Letters Patent, and is otherwise called *Donaison*, because his Legitimation proceeds *ex donatione Regis*, that is from the King's Gift. A *Denisen* is enabled in several Respects, to act as natural Subjects do, *viz.* to purchase and possess Lands, &c. enjoy any Office or Dignity; and being thus enfranchised, he is then said to be under the King's Protection.

Densherring, is to cast Earth and Stubble into Heaps, to dry, and then to burn it into Ashes for Compost.

Deodand, is derived from the Latin Word *Deo* and *Dandum*, and signifies a Thing given as it were to God, to appease his Wrath, where any Person is killed by Mischance, not by any reasonable Creature, and is forfeited to the King, or Lord of the Liberty by Grant from the Crown; and if to the King, his *Almoner* causes it to be sold, and the Produce he distributes to the Poor. 3 Inst. 57. 5 Rep. 110.

Description. In a Deed or Grant, there ought to be a certain *Description* of the Lands granted, the Places where they lie, and of the Persons to whom granted, &c. to make them good in Law: And where a first *Description* of Land in any Deed is false, though the second is true, the Deed will be void; 'tis otherwise if the first be true, and second false. 3 Rep.

Detinue of Charters, an Action of *Detinue* lies for Deeds and Charters which make the Title to Lands; but if they concern the Freehold, it must be commenced in the Court of *Common Pleas*, and in no other Court: And an Heir in case of *Disseisin*, may have a *Detinue* of Charters, though he has not the Land. *New. Nat. Brev.* 308.

Detinue of Goods in Frank-Marriage, is had after a Divorce between a Man and his Wife, for her to recover the Goods given with her in Marriage. *New Nat. Br.* 308.

Devise, (from the French) is where a Person gives away any Lands or Tenements to another by his last Will and Testament: This is termed a *Devise*; and the Person so giving away, is called the *Devisor*, and he to whom the Lands are given, the *Devisee*.

Dieu Son Aï, (French) are Words antiently often used in our Law; and to this Day it is a Maxim in Law, that the *Aï of God* shall prejudice no Man; therefore if a House is blown or beaten down by Tempest, Thunder or Lightning, the Lessee or Tenant for Life or Years, shall be quit of an

Action of Waste; and by the Law he has likewise a special Interest or Liberty allowed to take Timber, to rebuild the House for his Habitation. 4 Rep. 63. See 5 Rep. 22.

Dilapidation, is where an Incumbent on a Church Benefice, suffers the Parsonage-House, or Out-Houses, to fall down, or be in Decay, for want of necessary Reparation.

Dimidietas, signifies a Moiety or one Half of a Thing.

Disability, is where a Person is disabled or made incapable to inherit Lands, or take that Benefit, which otherwise he might have done: And this may happen four several Ways; by the Act of an Ancestor, the Act of the Party himself, by the Act of God, or of the Law.

Disboscatto, signifies a turning Wood Ground into Arable or Pasture.

Discent, (from the *Latin* and *French*) is a Means whereby Lands or Tenements are derived to any Man from his Ancestors. It is either by the *Common Law*, *Custom*, or *Statute*: By the *Common Law*, as where a Person has Lands of Inheritance in Fee, and dies without having made any Disposal thereof, and therefore the Land *descends* or goes in Course to the eldest Son and Heir, it being cast upon him by Law. 1 Inst. 13. *Theo. of Conv.* 21.

Dîmes, (*French*) Tithes or tenth Part of the Fruits of the Earth, &c.

Disseisin, is an unlawful Dispossessing of a Person of his Right.

Distress of the King. The King may distrain in all the Lands of his Tenant wherever they are, not only those held of himself, but others; which a Subject may not do out of his Fee. 2 Inst. 132.

Divisa, has divers Significations, as sometimes it is used for a *Device*, *Award* or *Decree*; sometimes for a *Devise* of a Parcel of Land, &c. by Will; and sometimes for the Bounds or *Division* of a Parish or Farm, &c. *Leg. H.* 2. c. 9.

Divorce, is a Separation of two Persons who are actually married together, made by Law: And as it is a *Judgment Spiritual*, if there be Occasion, it ought to be reversed in the Ecclesiastical Court. 1 Inst. 235.

Diurnalis, by some Authors wrote *Diurna*, is taken to be as much Land as can be ploughed in a Day with one Ox. *Blount*.

Dole Meadow, is a Meadow wherein divers Persons had Shares.

Domesday, is a very antient Record, made in the Time of *William the Conqueror*, which now remains in the *Exchequer*, and consists of *two Volumes*, a greater and a less; the greater containing a Survey of all the Lands in most of the Counties of *England*: There is likewise a *Third Book*, made by the Command of the same King; and a *Fourth*,

being an Abridgment of the others. The Book of *Domesday* was begun by five Justices, assigned for that Purpose, in each County, in the Year 1081. and finished *Anno* 1086. And it is of that Authority, that even the *Conqueror* himself submitted some Cases wherein he was concerned to be determined by it. *Camden* calls this Book, the *Tax-Book* of King *William*; and it was farther called *Magna Rolla Winton*.

Dominicales terræ, (*Latin*) Lands in the Lords own Hands not let to Tenants. *MSS.*

Domina, is a Title formerly given to Honourable Women, who held a Barony in their own Right of Inheritance. *Paroch. Antiq.*

Domínus, signifies a Lord of a Manor, also a Knight, or Clergyman.

Donor and **Donee**. The *Donor* is the Person who gives Lands or Tenements to another in Tail, &c. and he to whom such Lands, &c. are given, is the *Donee*.

Doratum, (*Latin*) the Jointure or Dowry of a Wife settled on her on Marriage, to be enjoyed after her Husband's Decease. *MSS.*

Dow, is derived from the *Latin* Word *Do*, signifying to give or *endow*.

Dowager, signifies a Widow endowed, as it is applied to the Widows of Princes, Dukes, and other great Personages.

Dower, (from the *Latin*) is that Portion which the Law allows a Widow out of the Lands of her Husband after his Decease. *Dower*, by the *Common Law*, is a third Part of such Lands or Tenements, as the Husband was solely seised of in Fee, or Tail, during the Coverture; and this the Widow is to enjoy during her Life. *Dower by Custom*, is that Part of the Husband's Estate to which the Widow is intitled after the Death of her Husband, by the Custom of some Manor or Place, so long as she shall live sole and chaste; which is frequently more than one third Part; for in some Places she shall have Half the Land, and in others the Whole during Life; and this is called her *Free-Bench*. 1 Inst. 30, 33.

Dowry, has a different Meaning from *Dower*, being in antient Time applied to what the Wife brings her Husband in Marriage, commonly called *Maritagium*, or Marriage Goods; which are more properly termed Goods given in Marriage. 1 Inst. 31.

Dracca, Drana, (*Latin*) a Drain or Watercourse to few and empty wet Places.

Drest Drest, are Words that signify a double Right, viz. of Possession and Property. 1 Inst. 266.

Drenches, or **Drenges**, were Tenants in *Capite*, who were restored to their Estates by *William the Conqueror*. *Spelm.*

Drengage,

Drengage, was the Tenure whereby the *Drenges* held their Lands. *Trin. 21 Ed. 3.*

Drofden, (*Saxon*) a Grove or Woody Place for keeping Cattle in. *MSS.*

Dry Rent, signifies Rent that is reserved without a Clause of Distress.

Ducatus Lancastriæ Curia, (*Latin*) Dutchy of *Lancaster Court*. *MSS.*

Dum fuit infra ætatem, is a Writ that an Infant, who by Feoffment has aliened his Lands, may have when he arrives to full Age, for the Recovery of what he so aliened: And during his Nonage, 'tis said he may enter on the Land, and take it back again, for by his Entry he shall be remitted to his Ancestor's Right. *New Nat. Br. 426.*

Dum non fuit Compos Mentis, is a Writ which a Person who is not of sound Memory, having aliened Lands or Tenements, shall have against the Alienee; on which he must alledge, that he was not of *Sane Memoria*, but being visited with Infirmary lost his Discretion for a Time, so as not to be capable of making any Grant, &c. *New Nat. Br. 449.*

Dunarium, (*Latin*) a Down or Heathy Ground.

E.

Easement, is a Privilege or Convenience, which one Neighbour has of another, by Charter or Prescription, without Profit; such as a Way through his Lands, a Sink, or the like. *Kitch. 105.* It is likewise defined to be a Benefit which a Person prescribes for, in the Freehold of another, as belonging to some antient House, or to Land, &c.

Election, (from the *Latin*) is where a Person is left to his own free Will, to take or do one Thing or another, as he pleases: As if a Man gives to another one of his Horses in his Stable, the Person to whom given shall have the Election, by taking or selling of one of them. If a Person makes a Lease of Land, rendring so much Money in Rent, or a Quarter of Corn, &c. the Lessee shall have his Election, which he will render, as being the first Agent, by Payment of the one, or Delivery of the other. *1 Inst. 144.*

Eloiment, is a sending such as be within Age away, so that they cannot sue personally.

Emblements, (from the *French*) are the Profits of Land Sown; but it is sometimes used more largely, for any Products that naturally arise from the Ground, as Grass, Fruit, &c. in some Cases he that sowed the Grain shall have the *Emblements*, and in some not: As where a Tenant for Life sows the Land with Corn, and afterwards dies, his Executors shall have the *Emblements*, and

not the Person in Reversion; this is by Reason of the Uncertainty of the Estate. *1 Inst. 55. Cro. Eliz. 463.*

Emoluments, Profits or Advantages.

Ensient, (*French*) signifies a Woman's bearing with Child: And *Ensienture* is made Use of in the same Sense. *2 Hale's Hist. P. C. 413.*

Entail, (from the *French*) is a Fee Estate intailed, viz. Abridged and limited to certain Conditions, at the Will of the Donor or the Grantor. See *Fee*, see also *Tail*.

Entertie, (from the *French*) is a contrary Distinction in our Books to what we call a Moiety, it always signifying the whole of a Thing: As a Bond, Damages, &c. are said to be intire, when they cannot be apportioned.

Entire Tenancy, is a sole Possession in one Person, and contrary to *Several Tenancy*, which is a joint or common Possession in two or more. *Brook.*

Enure, signifies to take Effect, or to avail; as a Release made to a Tenant for Life shall enure and be of Force to him in Reversion. *Litt.*

Eodovrice, (from the *Saxon*) was antiently used for Hedge-breaking. *Leg. Alfred. c. 45.*

Ernes, (*French*) loose scattered Ears of Corn left on the Ground.

Erraticum, signifies an *erring* or wandering Beast, such as a Waif or Stray.

Equality, is what the Law delights in; and therefore when a Charge is laid upon one, which divers ought to bear, he shall have Relief against the others, &c. *2 Rep. 25.*

Esbranchatura, (*Latin*) the Lopping of Trees.

Escheat, Lands or Tenements that casually fall to a Lord within his Manor by way of Forfeiture, or by the Death of his Tenant, leaving no Heir General or Special. *Mag. Cha. c. 31.*

Escheat-Wood, is all the Lop and Top that belong to a Tree cut down.

Escripts, (*French*) Writings.

Escroll, is a Deed delivered to a third Person, to be the Deed of the Party upon a future Condition.

Esneep, signifies a private Prerogative allowed to the eldest *Coparcener*, where an Estate is descended to Daughters for want of an Heir Male, to chuse first after the Estate of Inheritance is divided. *Fleta, lib. 5. c. 10.* It has been also extended to the eldest Son and his Issue, holding first, this Right being *Jus primogenituræ*. *1 Inst. 166.*

Esplees, are the general Products which Lands yield, or the Profit and Commodity that is to be taken or made of a Thing: As of a Common, the taking of Grass by the Mouths of the Beasts that common there;

of

of an Advowson, taking of Tithes by the Parson; of Wood, the felling of Wood; of an Orchard, felling the Fruit growing there; of a Mill, the taking of Toll, &c. These and such like Issues are termed *Esplees*. *Terms de Ley* 310.

Excuse, an Excuse for him that is summoned to appear to answer in Court, and is prevented by Sicknefs, &c.

Establishment of Dower, signifies the Assurance of Dower made to the Wife by the Husband, or some Friend of his, on Marriage: And Assignment of Dower is here understood to be the setting of it out by the Heir afterwards, pursuant to such Establishment. *Brit. cap. 102.*

Estacha Frumentii, a Measure of Corn.

Estate, signifies that Title or Interest that a Person has in Lands, &c. This Word in Deeds generally comprehends the whole in which the Party hath any Property, and will pass the same. *3 Mod. 46.*

Estovers, in our Law signifies to supply with Necessaries, and is most generally taken for certain Allowances of Wood made to Tenants, such as *House-bote*, *Hedge-bote*, and *Plough-bote*; and if one in his Grant has these general Words, *viz.* Reasonable *Estovers* in the Lord's or Landlord's Woods, he may thereby claim all those three. *Terms de Ley. Westm. 2. c. 25.*

Estrey, signifies any Beast not wild, that is found within a Lordship, and not owned by any Person; in which case it being cried, according to Law, in the two next Market Towns adjacent, and not claimed by the Owner in a Year and a Day, it becomes the Property of the Lord of the Manor or Liberty. *Brit. cap. 17.*

Estrepmment, signifies any Spoil made by Tenants for Life, on any Lands, &c. to the Prejudice of the Reversioner; and it is taken to signify the making Land barren by continual Ploughing and Sowing, and thereby drawing out the Heart of the Ground, without manuring or other good Husbandry, by which Means it is impaired: It may likewise be applied to the Cutting down Trees, or Lopping them farther than the Law allows. *6 Ed. 1. c. 13.*

Eviscion, (from the *Latin*) signifies a Recovery of Lands or Tenements by Law. When Lands, &c. are evicted before Rent reserved upon a Lease becomes due, the Lessee is not liable to pay any Rent. Likewise if on an Exchange of Lands, either of the Parties is *Evisced* of the Land given in Exchange, the Party *Evisced* may in that Case re-enter on his own Lands. And a Widow being *Evisced* of her Thirds, shall be endowed in the other Lands of the Heir. *4 Rep. 121. 2 Danv. Abr. 670.*

Excambiator, (*Latin*) an Exchanger of Land or Land-Jobber.

Exclusa, a Sluice for Water dammed or pent up.

Exclusagium, is a certain Payment to the Lord, for the Benefit of a Sluice to carry off Water. *Mon. Angl. Tom. 1.*

Executors, are those appointed by any Man in his last Will to have the Disposal of his Substance, according to the Direction therein. *Theo. of Conv. 136.*

Executory, is where an Estate in Fee that is made by Deed or Fine, is to be executed afterwards by Entry, Livery or Writ, &c. Leases for Years, Annuities, Conditions, &c. are termed *Inheritances Executory*. And *Estates executed* are such as pass immediately to the Grantee, without any After-Act required. *2 Inst. 513.*

Executory Devise, is when the Fee by Devise is vested in any Person, and is to be vested in another upon Contingency: In all Cases of Executory Devises, the Estates descend until the Contingencies happen. *Lutw. 798.* The Remainder of a Fee may not be limited by the Rules of Law, after a Fee-simple, unless such Estate depends upon a Contingency, or is conditional, when it may take Place as an *Executory Devise*. *Cro. Eliz. 833.*

Exhibit, is where a Deed or other Writing being produced in a Chancery Suit, to be proved by Witnesses, the Examiner or Commissioner appointed after the Examination of any such, certifies on the Back of the Deed or Writing, that the same was shewn to the Witness, at the Time of his Examination, and by him sworn to. *14 Car. 2. c. 14.*

Exilium, in our Law, signifies a Spoiling: It seems to extend to Injury done to Tenants, by altering their Tenure, ejecting them, &c. *Stat. Marl. c. 25. Fleta, lib. 1. cap. 11.*

Exitus, signifies Issue or Off-spring; and is applied to Issues, or annual Rents and Profits of Lands. *Westm. 2. c. 43.*

Expectant, signifies the having Relation to or depending upon, and is used in our Law with the Word Fee; as *Fee-expectant*. Where Land is given to a Man and his Wife, and to their Heirs, they have a *Fee-simple* Estate; but if it be given to them, and the Heirs of their Bodies begotten, they have an Estate-Tail, and a *Fee-expectant*, which is opposite to *Fee-simple*. *Kitch. 153.*

Expeditatæ Arbores, (*Latin*) Trees cut down to the Roots. *MSS.*

Esplees, the Profits of the Estate, &c.
Exposition of Deeds, is to be according to the Intent appearing, and shall be reasonable and equal, &c. *1 Inst. 313.* See *Deed.*

Ex post facto, in the Law, signifies something that is done after another that was committed before. Where an Estate granted, may be good by Matter *ex post facto*, that was not so at first, as in case of Election, &c. See 8 Rep. 146.

Extocare, (*Latin*) to grub up Woodland and reduce it to Arable or Meadow. MSS.

Extraña Curia, are the Issues or Profits of holding a Court, arising from the customary dues, Fees and Amercements. *Paroch. Antiq.* 572.

Extraparochial, is to be out of any Parish, or to be exempt from the Duties of a Parish.

Eyet insuletta, a small Island vulgarly called an Eyght.

Eytendele, an old Measure of Corn.

F.

Fabyck Lands, (*Saxon*) Lands formerly given by Will for Repairing and Building of Churches.

Factum, (*Latin*) signifies a Person's own Act or Deed or Writing sealed.

Fait, (*French*) is in our Law a Deed or Writing lawfully executed.

Falcatura, was antiently used to signify one Day's Mowing of Grass, which was a customary Service to the Lord by his inferior Tenants; from whence *Falcata* signified the Grass fresh mowed, and laid in Swathes, and *Falcata* the servile Tenant that performed the Labour. *Kennet's Gloss.*

Falvage, is a Privilege reserved to Lords of setting up Folds for Seep in any Fields within their Manors, for the better Manurance of the same; and this in former Times was usually done as well with their Tenants Sheep as their own. See 2 Vent. 139.

Faldsey or **Fald-fee**, is a Rent or Fee paid by some customary Tenants, for Liberty to fold their Sheep on their own Land.

Falesta, a Bank or Hill by the Sea-Side.

Fardel of Land, according to some Authors, signifies the fourth Part of a Yard-Land; but *Noy* takes it to be only an eighth Part, saying that two *Fardels* make a *Nook*, and four *Nooks* a *Yard-Land*. *Comp. Lawyer* 57.

Farding-deal, is the fourth Part of an Acre of Land. *Spelm. Gloss.*

Farley or **Farleu**, is Money paid by Tenants in the West of *England*, in Lieu of a Heriot; and seems to be distinguished as the best Goods, payable on the Death of a Tenant. *Cowel.*

Farmer, is the Person that tenants or occupies a Farm, or is Lessee thereof: And every Lessee for Life or Years is generally

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called a *Farmer*, though he holds only a small House with a Parcel of Land. *Terms de Ley.* No Person may take more than two Farms together, and they are to be situate in the same Parish, or the *Farmer* shall forfeit 3 s. 4 d. a Week, by the Statute 25 H. 8. c. 13.

Farthing of Land, seems to be a great Quantity; for in the Manor of *West Slapton* in *Devonshire*, a Farthing of Land is valued at 4 l. per Annum.

Fee-Estate, is that Estate which we hold by the Benefit of another, and for which we do Service, or pay Rent or other Acknowledgment to the chief Lord.

Fee-Farm, is where a Tenant holds of his Lord in *Fee*, paying yearly the Value, or at least of a fourth Part of the Lands without Homage, Fealty, or other Services to be done, more than are especially comprised in the Feoffment. The Nature of this Tenure is, that if the Rent be behind, and unpaid for two Years, then the Feoffor and his Heirs may have an Action for the Recovery of the Lands, &c. *Brit. cap.* 66. 2 Inst. 44.

Feme Covert, in Law *French*, signifies a married Woman, who is likewise termed a *Covert Baron*. 27 Eliz. c. 3.

Feme Sole, is a Woman that is unmarried; and if she be indebted and marries, her Debts thereby become those of the Husband, &c. 1 Roll. Abr. 351.

Fens, are low marshy Grounds: Or, Lake of Water in *Kent*, *Cambridshire*, *Bedfordshire* and *Lincolnshire*. See Stat. 11 Geo. 2. c. 34.

Feodal, signifies any Thing belonging to the Fee. 12 Car. 2. c. 24.

Feoffment, is where a Man gives Lands, or other Things heritable, to another in Fee-simple, and delivers Seisin or Possession.

Feoffor and **Feoffee**, the Parties to a Deed of *Feoffment*.

Fera Naturæ, signifies Beasts and Birds that are wild; as Foxes, Hares, Wild Ducks, &c. in which no Person can claim a Property: They are so called in Opposition to such as are tame. 2 Cro. 293.

Fertingata terræ, the fourth Part of a Yard-Land, or 10 Acres.

Fernholt, a Farm in *Lancashire*.

Fernigo, (*Latin*) a waste Place where Fern grows.

Fiction of Law, is what is allowed in several Cases; as the Seisin of the Conussee in a Fine, which is only an invented Form of Conveyance, is a *Fiction*; and so a common Recovery, which is no more than a Formal Act or Device by Consent, for the docking of an Estate-Tail, &c.

Filicetum, signifies a Ferny Ground, where Fern grows. 1 Inst. 4.

Fine, a Fine or Covenant made before the Justices of the Court of *Common Pleas* for settling an Estate. *Theo. of Conv.* 575.

Firebote, is Fuel or Firing for necessary Use, allowed to Tenants out of the Lands granted to them.

Firma Alba, signifies Rent of Land farmed, that was paid in Silver, and not in Provision for the Lord's House.

Fishgarth, is a Dam or Wear in a River, erected for the Taking of Fish. 23 H. 8. cap. 18.

Fist Fast, (*French*) he hath made a Deed.

Forage, signifies the same as *House-bote*, or *Firebote*.

Focal, is a Right of taking Wood for Firing. *Mon. Angl.* 1 Tom. 779.

Foesa, (*Latin*) Grass or Hay.

Fogage, signifies the Fog or rank Grass, that is not eaten in the Summer. *Leg. Forestar. Scot.* c. 16.

Folclands, were Copyhold Lands so called in the Time of the Saxons. *Folcland* was likewise termed *Terra Vulgi*, the Land of the vulgar People, who had no certain Estate therein, but held it under the accustomed Rents and Services at the Will of their Lord the *Thane*. *Spelm. Feud.* c. 5.

Fordika, (*Latin*) Grass or Herbage growing on the Banks of Ditches.

Forebalk, a Balk lying next the Highway.

Forebarte, is for ever to deprive or Foreclose.

Foreign Service, is that Service by which a mean Lord holds of another without the Compass of his own Fee; or it is that which the Tenant performs either to his own Lord, or the Lord Paramount, out of the Fee. *Kitch.* 299.

Fozera, a Head-Land.

Forgavel, signifies a small Rent antiently reserved in Money, or Quit-Rent.

Forpise, signifies an Exception or Reservation, and is frequently used in Leases and Conveyances, wherein any Exception is inserted; as such a Thing being *Excepted* and *Foreprised*. *Stat.* 14 Ed. 1.

Forefchoke, in our old Authors, signifies as much as *forsaken*; and is specially applied to Lands or Tenements seised by the Lord, for want of Services performed by his Tenant, and quietly held by such Lord above a Year and a Day, without any due Course of Law taken by the Tenant for Recovery thereof; here he does in Presumption of Law disavow or *forsake* all the Right he has thereto, for which Reason those Lands shall be called *Forefchoke*. 10 E. 2. c. 1.

Forintecum Manerium, is that Part of a Manor which lies *without* the Town, and not included within the Liberties thereof. *Parach. Antiq.* 351.

Forintecum Servitium, was formerly the Payment of some extraordinary Aid, being opposed to *Intrinsicum Servitium*, which signified the common ordinary Duties within the Lord's Court. *Kenn. Gloss.*

Forisfamiliari, is where a Son accepts of his Father's Part of Lands, &c. in the Life-time of the Father, and rests contented with it, so that he cannot claim any more; he is on that Account called *Forisfamiliari*. Blount.

Form, it is observed, is required in Law Proceedings, for otherwise the Law would be no Art. See *Hob.* 232.

Foruthe, a long Slip of Ground.

Fossatum, (*Latin*) a Ditch.

Fosse sous terre, a current under Ground.

Fraction. The Law does not allow any *Fraction* to be made of a Day in divers Cases. 1 *Inst.* 255.

Frampole Fences, are such as Tenants in the Manor of *Writtel* in *Essex*, set up against the Lord's Demesnes; and here a Tenant is intitled to the Wood growing on these *Fences*, and as many Poles as he can reach from the Top of the Ditch with an Axe's Helve, towards the Repair of his Fence. This Word *Frampole* is thought to be a Corruption of *Franc-pole*, because the Poles are free for the Tenants to take them. *Cowel.*

Frankalmoin, signifies a Tenure by Spiritual Service where Lands or Tenements are held by an Ecclesiastical Corporation, Sole or Aggregate, to them and their Successors, of some Lord and his Heirs, in free and perpetual Alms, which implies as much as a Fee-simple. 1 *Inst.* 94.

Frank Chase, is defined to be a Liberty of *Free-Chase*, whereby Persons that have Lands within the Compass of the same, are prohibited to cut down any Wood, &c. without the View of the Forester. *Crompt. Jur.* 187.

Frank Fee, signifies the same as to hold Lands or Tenements in Fee-simple, viz. To a Person and his Heirs, and not by such Service as is required in Antient Demesne, but which is pleadable at Common Law. *Terms de Ley* 358. *Fitz. Nat. Brev.* 161.

Frank Ferm, antiently signified Lands changed in the Nature of the Fee by Feoffment, &c. out of Knight's Service, for other certain yearly Services. *Brit. c.* 66.

Frank Fold, is the Lord's Benefit of Folding his Tenants Sheep for manuring his Lands.

Frank Marriage, is where a Man is seised of Land in Fee-simple, gives to another with his Daughter, Sister, &c. in Marriage, to hold to them and their Heirs.

Frank Tenement, a Possession of *Freehold* Lands and Tenements.

Frater Nutricius, is used in antient Deeds and Writings for a Bastard Brother. *Malmsb.*

Fratriagium, signifies a younger Brother's Inheritance, and whatever the younger Sons possess of the Estate of the Father, which in our antient Law they are said to enjoy *Ratione Fratriagii*, and were to do Homage for the same to the elder Brother, he being bound to do Homage to the Superior Lord for the whole. *Braet. lib. 2. cap. 35.*

Fraud, (from the *Latin*) signifies Deceit in Grants or Conveyances of Lands, &c. or in Bargains and Sales of Goods, &c. to the Damage of another Person. A *fraudulent* Conveyance of Lands or Goods, to deceive Creditors, as to Creditors is void in Law. *50 Ed. 3. c. 6. 13 Eliz. c. 5.*

Freatata Navis, (*Latin*) a Ship freighted.

Free-Bench, signifies that Estate in Copyhold Lands, which the Wife, being espoused a Virgin, has after the Decease of her Husband, for her Dower, according to the Custom of the Manor. *Kitch. 102.*

Freebord, is Ground claimed in some Places, beyond or without the Fence, and said to contain two Foot and a Half. *Mon. Angl. 2 Tom. 241.*

Freehold, signifies Lands or Tenements which a Person *holds* in Fee-simple, Fee-tail, or for Term of Life. *Freehold* is divided into *Freehold in Deed* and *Freehold in Law*; the first of which signifies the real Possession of Lands, &c. in Fee or for Life: And the other is the Right that a Person has to such Lands or Tenements, before his Entry. This Word has also been extended to Offices that are held in Fee, or during Life. A Lease for 99 Years, &c. determinable on the Decease of the Lessee or other Person, is not such a Lease for Life as to create a *Freehold*, it being no more than a Lease for Years, or Chattel, determinable upon Life or Lives: But a Person that has an Estate for the Term of his own Life, or the Life of another, hath a *Freehold*, and none other having any less Estate. *Litt. 57. 1 Inst. 6.*

Freight, is the Money paid for Goods carried by Sea; and in a larger Sense, it is taken for the whole Cargo or Burden of the Ship. Vessels are freighted either by the Ton, or by the Great; and wherever a Ship freighted by the Great is cast away, the *Freight* becomes lost; but if the Merchant or other Person agrees by the Ton, or after such a Rate for every Piece of the Commodities on board, and Part of the Goods are saved, it is there held that the Ship ought to

be answered her *Freight*, according to the Rate. *Lex. Mercat. 79.*

Fresh Disseisin, signifies such a *Disseisin* as a Person may seek to defeat of himself, and by his own Power, without the Assistance of the King or the Law; as where it is of a short Continuance, *viz.* not above fifteen Days. *Brit. cap. 5.*

Fresh Fine, is a Fine that was levied within a Year past. *13 Ed. 1. c. 45.*

Fresh Force, signifies a Force newly done; as where a Person is disseised of any Lands or Tenements within a City or Borough, or deforced of Lands, after the Decease of his Ancestor, to whom he is Heir, the Person having Right may, within forty Days after the Force committed, or Title to him accrued, bring his Assise or Bill of *Fresh Force*, and recover the Lands. *Old Nat. Brev. 4. New Nat. Br. 15.*

Frith, signifies a Plain between two Woods, or a Lawnd. *1 Inst. 5. Camd.*

Frumstol, in our old Books, signifies the chief Seat or Mansion House.

Frustrum, signifies a Ploughing or Breaking up, and *Frustrum Terræ*, new broke Land. *Mon. Angl. 2 Tom. 394.*

Frustrum Terræ, is a small Piece of Land. *Domesd.*

Fryth, a Plain between two Woods.

Fumage, (*French*) signifies generally Dung, or a Manuring therewith; and this Word has been sometimes taken for *Smoke Money*, that is a customary Payment for every House that had a Chimney. *Domesd.*

Furcam & Flagellum, did formerly signify the meanest of all Servile Tenures, when the Bondman was at the Lord's Disposal for Life and Limb. *Placit. Mich. 2 Job. Rot. 7.*

Furlong, is a certain Quantity of Land, that contains for the most part forty Poles or Perches in Length, each Pole being sixteen Foot and a Half long; and eight of these Furlongs make a Mile. It is also the eighth Part of an Acre of Ground. *35 Ed. 1. cap. 6.*

G.

GABEL, (from the *French*) is an old Word, that in antient Records is used for a Tax, Rent, Custom or Service paid to the King or other Lord. *1 Inst. 213.*

Gabulus Denarium, signifies Rent yielded in Money, according to *Selden*.

Ganery, is used for Tillage or Ploughing, or the Profit arising therefrom, or from the Beasts employed therein. *Westm. 1. c. 6.*

Game-keepers, are those that have the Care of keeping and preserving of the *Game*, and are appointed to that Office by Lords of Manors, &c. who not being under the Degree

Degree of Esquire, may, by Writing under their Hand and Seal, authorise one or more *Game-keepers*, who may seize Guns, Dogs, or Nets used by unqualified Persons for destroying the *Game*; and the Persons qualified to keep Guns or Dogs, &c. are those having a Free Warren, or who have 100*l.* a Year of Inheritance, or for Life, or a Lease for Ninety-nine Years of 150*l.* per Ann.

Garba, (*Latin*) a Bundle or Sheaf of Corn.

Garner, (*French*) to Warn.

Garth, signifies a little Close or Backside in the North of *England*; also a Wear to catch *Fish*.

Gabel, (*Saxon*) signifies Tribute, Toll, or yearly Revenue; of which we had several Kinds in antient Times. See *Gabel*.

Gavelet, is an antient and special *Cessavit* used in *Kent*, where the Custom of *Gavelkind* continues, by which the Tenant, if he withdraws his Rent and Services due to the Lord, forfeits his Lands and Tenements. *Gavelet* in *London*, is a Writ used in the Hustings given to Lords of Rents in the City of *London*, by *Ed. 2. c. 1.*

Gavelkind, (from the *British* and *Saxon*) signifies a Tenure or Custom belonging to Lands in the County of *Kent*, whereby the Lands of the Father are at his Death equally divided among all his Sons; or the Land of a deceased Brother among all the Brethren, in case he leaves no Issue. *Litt. 210.*

Gavelmed, is the Duty of mowing Grass, or cutting of the Meadow Land required of the Lord of his Customary Tenants. *Somn.*

Gemote, in the *Saxon* is used for Court. See *Mote*.

Gavel-Werk, signified Work to be performed, either by the Hands of the Tenant, or by his Carts or Carriages. *Phillips's Purvey.*

Glebe, signifies Church Land, and is commonly taken for the Land belonging to a Parish-Church, besides the Tithes. Where any Parson or Vicar, has caused any of his *Glebe* Lands to be manured and sown, at his own Charge, with Corn or Grain, such Parson, &c. may by Will devise all the Profits and Corn growing upon the said *Glebe*; and in case he dies without disposing thereof, his Executors shall have the same. 28 *H. 8. cap. 11.*

Go, is sometimes used in a special Signification in our Law; as to go without Day, is to be dismissed the Court. *Kitch. 190.*

Gore, is a Kind of Wear, in the Statute 25 *Ed. 3. c. 4.* which ordains, that all *Gorces*, Mills, Wears, &c. levied and set up, whereby the King's Ships and Boats are disturbed in passing any River, shall be pulled down. 1 *Inst. 5.*

Gore, signifies a narrow Slip of Ground. *Paroch. Antiq. 393.*

Gratum, a Writing Book, Register or Cartulary of Deeds and other Evidences.

Grand Days, are those Days in the several *Terms*, which are solemnly kept in the Inns of Court and Chancery, viz. *Candlemas Day*, *Ascension Day*, *St. John the Baptist*, and *All Saints Day*; all which Days, are *no Days* of the Law, or in Court. See *Day*.

Grand Serjeanty, is an antient Tenure.

Grange, is a House or Farm, where Corn is laid up in Barns, or *Granaries*, &c. and which is provided with Stables for Horses, Stalls for Oxen, Sties for Hogs, with other Things necessary towards Husbandry. *Fleta, lib. 2. c. 8.*

Grass-hearth, signifies the Grasing or Turning up of the Earth with a Plough; and hence the customary Service for the inferior Tenants of the Manor of *Amersden* in *Oxfordshire*, to bring their Ploughs, and do one Day's Work for their Lord, was called *Grass-hearth* or *Grass-burt*. *Paroch. Antiq. 496.*

Graba, is used for a little Wood or Grove. 1 *Inst. 4.*

Grazier, is a Breeder or Keeper of Cattle, on Pasture Land. *Stat. 25 H. 8.*

Green-Silver, is an antient Custom within the Manor of *Writtel* in the County of *Essex*, for every Tenant whose Fore-Door opens to *Greenbury*, to pay a Half-penny yearly to the Lord, by this Name of *Green-Silver*.

Gross, signifies absolute or independent on another; as a *Villein* in *Gross* was formerly such a Servile Person as was not appendant to the Lord of the Manor, and to go along with the Tenure, as an Appurtenance of it, and who therefore was like the other Personal Goods and Chattels of the Lord, at his Pleasure and Disposal. There is an Advowson in *Gross*, that is distinct and separate from the Manor, &c. 1 *Inst. 120.*

Gross-bois, (from the *French*) is taken to be the Wood, that by the Common Law or Custom is deemed Timber. 2 *Inst. 642.*

Groundage, signifies a Custom or Tribute paid for the Ground on which a Ship stands in Port.

Growth-halfpenny, is a Rate that is paid in some Places for the Tithes of every fat Beast, or other unfruitful Cattle. *Clayt. Rep. 92.*

Guardian, (from the *French* and *Latin*) signifies a Person that has the Charge of any Thing, but most commonly one who has the Custody and Education of such Persons as are not of sufficient Discretion to take Care of themselves, and their own Affairs; as Children and Ideots, but usually the former. There are several Sorts of these Guardians at Common Law, viz. Guardians by Nature,

Nature, who are the Father and Mother; and Guardians in Socage, being the next of the Blood, to whom the Lands of Inheritance cannot descend, where the Father does not otherwise order it; and also Guardian by Reason of Nature, which is when the Father by Will appoints a Person to be Guardian of the Child. 1 *Inst.* 88. 3 *Rep.* 37. 2 *Inst.* 305.

Gurgites, is an old *Latin* Word used for *Wears*. Black Book Heref. f. 20.

Guttera, a Gutter or Spout to convey the Water from the Roofs of Houses.

H.

Habendum, (*Latin*) to have, is a Word of Form to limit the Estate. *Theo. of Conv.* 365.

Hades, (*Hada' terræ*) the same with *Cbevitæ*, which signifies the Head of plowed Lands. *Blount*.

Haga, (*Latin*) a Dwelling-House.

Halebote, is a Liberty to take Thorns or Threeth to make or repair Hedges.

Haredipeta, antiently signified the next Heir to Lands. *Leg. Hen.* 1. c. 70.

Half-Blood, is where a Man marries a second Wife, the first being dead; and by the first *Venter* has Issue a Son, and by his second *Venter* has likewise a Son; the two Brothers in this Case are but of *Half-Blood*, they being Issue by different Venters; and on that Account Lands in Fee cannot descend from the one to the other; except in case of Crown Lands, Dignities, or Estates Tail. But *Half-Blood* is no Impediment to an Administration, which may be granted to that as well as the whole Blood, of the Effects of an Intestate; and the *Half-Blood* shall come in for a Share of his Personal Estate, equally with the *whole Blood*, as the Brothers by different Venters are next of Kin in equal Degree. 1 *Vent.* 307. 22 *Car.* 2. c. 10.

Hall, antiently signified a chief Mansion-House or Habitation; and at this Day, in many of our Counties, especially in the County Palatine of *Chester*, every Gentleman of Quality's Seat is called a *Hall*.

Hallage, is particularly used for a Fee or Toll, due for Clothes brought to *Blackwel-Hall* in *London* to be sold. It also signifies the Toll due to the Lord of a Fair or Market, for such Things as are vended in the common Hall of the Place. 6 *Rep.* 62.

Hallamass, is the Day of *All Hallows* or *All Saints*, viz. *Nov.* 1. so called in antient Writings.

Hallmote or **Halimote**, (from the *Saxon*) was antiently that Court, which we now call a Court Baron; and the Etymology of the Word is from the Meeting together of the

Tenants of one *Hall* or Manor; and this was likewise called *Falkmote* and *Halmote*. *Leg. Hen.* 1. c. 10.

Ham, (*Saxon*) is a Word used for a Place of dwelling: Also a home Close, or little narrow Slip of Meadow, is called *Ham*.

Hamsel, an antient Messuage in Decay.

Hap, (from the *French*) in a legal Sense, signifies as much as to catch the Rent, where Partition is made between two Parceners, and more Land is allowed to one than the other, and she that has most of the Land charges it to the other, who *haps* the Rent, &c. See *Litt.* 1.

Haw, signifies a small Parcel of Land, which is called by that Name in the County of *Kent*, lying near the House and inclosed, as a *Beanhaw*, or *Hemphaw*, &c. *Sax. Dict.* See *Co. Lit.* 5.

Hawgh or **Howgh**, is a green Plot in a Valley, according to *Camden*.

Haybote, is a Liberty to take Thorns, and other Wood, to make and repair Hedges, Gates, Fences, &c. by Tenant for Life or Years. Also it is taken for Wood for the making of Rakes and Forks, wherewith Men in Harvest Time make *Hay*. 1 *Inst.* 41.

Hayward, signifies the Person who keeps the Common Herd or Cattle of a Town: This Officer is appointed in the Lord's Court, and whose Office is to see that the Cattle neither break nor crop the Hedges of inclosed Grounds, by which Means he keeps the Grass from being hurt and destroyed; and he is to look to the Fields, and impound Cattle that commit Trespass therein; also to inspect that no Pound-breaches be made, and if any be, to present them at the Leet. *Kitch.* 46.

Headland, is taken to signify the upper Part of Land left for the Turning of the Plough. *Paroch. Antiq.* 587.

Head-Silver, is a Fine paid to Lords of Leets.

Hedg-bote, signifies Stuff which is Necessary for the making of Hedges, and which a Lessee for Years, &c. may take of common Right in the Ground that he holds. See *Hay-bote*.

Heir, signifies the Person that succeeds another by Descent to Lands, Tenements and Hereditaments, being an Estate of Inheritance, that is to say, an Estate in *Fee*, because nothing passes by Right of Inheritance, but *Fee*; and at Common Law a Person cannot be *Heir* to Goods and Chattels. *Heir* is defined by Sir *Edward Coke* to be a Person to whom Lands or Tenements do by the Act of God, and Right of Blood descend; as the eldest Son after the Death of his Father becomes his *Heir*: And where there is a Grandfather, Father and Son, if

the Father die before the Grandfather, who afterwards dies seised in Fee; the Land in that Case shall go to the Grandson or Granddaughter, and not to any other Children of the Grandfather. 1 *Inst.* 7. *Bro.* 303.

Heir apparent, is a Person so called in the Life-time of his Ancestor 'till whose Death he is only Heir at Law. 1 *Inst.* 8.

Heiress, is a Female Heir to one who has an Estate of Inheritance in Lands, &c. and where there are two or more of such, they are called *Co-heirs* or *Co-heiresses*. The Stealing of an *Heiress*, and marrying her against her Will, were declared Felony by 3 *H.* 7. See *Forcible Marriage*.

Heir-loom, is a Word that comprehends in it divers Implements of Household-Stuff or Furniture; as the first best Bed, and other Things, which by the Custom of some Places have belonged to a House for certain Descents, and are never inventoried after the Death of the Owner as Chattels; and therefore they do not go to the Executor or Administrator, but to the Heir along with the House by Custom, and not by the Common Law. 1 *Co. Inst.* 18. And these *Heir-looms* are never deviseable by Will, for the Custom vests them in the Heir, before a Devise: Yet a Sale thereof in a Person's Life-time might make it otherwise. *Ibid.* 185.

Henedpenny, was a customary Payment of Money, instead of Hens at *Christmas*. *Mon. Ang. Tom.* 2.

Herbage, signifies the green Pasture and Fruit of the Earth, by Nature provided for the Food of Cattle: It is used likewise for a Liberty that a Person has to feed his Cattle in the Ground of another, or in the Forest, &c. *Crompt. Juris.* 197.

Herbagium anterius, antiently signified the first Crop of Hay or Grass, as a Distinction from the second Cutting, or Aftermath. *Paroch. Antiq.* 459.

Herdewic, signifies a Grange, or Place for Cattle and Husbandry. *Mon. Angl. Tom.* 3.

Hereditaments, are all immoveable Things, either corporeal or incorporeal, which a Person has to him and his Heirs, by way of Inheritance; and which if not otherwise devised or conveyed, descend to him that is next Heir, and not to the Executor, as Chattels do. This Word extends to whatever is inheritable, or may come to the Heir, be it Real, Personal or Mixed: And in Conveyances by the Grant of *Hereditaments*, Manors, Houses, Lands, Rents, &c. will pass. 1 *Inst.* 16.

Heriot, signified originally a Tribute given to a Lord of a Manor, for his better Preparation for War; but it is now taken for the best Beast, either Horse, Ox or Cow, that the Tenant dies possessed of, and which is

due to the Lord; and in some Manors, the best Goods, Piece of Plate, &c. are all called *Heriots*. *Kitch.* 133.

Hide of Land, signifies such a Quantity of Land as might be ploughed with a Plough in a Year, or so much as would maintain a Family. *Terms de Ley*.

Highway, is a free Passage for the King's Subjects, on which Account it is called the *King's Highway*, tho' the Freehold of the Soil be in the Lord of the Manor, or Owner of the Land, and the Trees and other Profits there belong to him. *Dalt.* 76.

Hits Testibus, were *Latin Words* antiently used in Deeds, after *in cujus rei Testimonium*; when the *Witnesses* were first called, then the Deed was read to them, and their Names entered down. 1 *Inst.* 6.

Hine, is properly taken for a Servant in Husbandry; and the Person that oversees the rest is called the *Master-Hine*. 12 *R.* 2. *cap.* 4.

Hirciscunda, antiently signified the Division of an Inheritance among the Heirs. *Saxon*.

Hoblers or **Hobblers**, were Light Horsemen, or certain Tenants, who by their Tenure were bound to maintain a little light Horse for giving Notice of any Invasion, or the like Danger towards the Sea-side. See 18 *Ed.* 3. *c.* 7.

Hoke-Day, or, as called otherwise, *Hock-Tuesday*, was a Day very remarkable, so that Rents were formerly reserved payable thereon.

Holm, signifies an Isle, or River Island; also a Hill or Cliff. *Mon. Angl. Tom.* 2.

Homage, is derived from *Homo*, a Man, because when a Tenant does his Service to the Lord, he says *I become your Man*. In the antient Grants of Lands and Tenements in Fee, the Lord not only obliged his Tenants to certain Services, but likewise took a Submission, with Promise or Oath, that they would be true to him, as their Lord and Benefactor; and this Kind of Submission said to be the most honourable, as it is from a Freehold Tenant, is called Homage. 1 *Inst.* 64.

Homage Ancestrel, is where a Person and his Ancestors, Time out of Mind, held Lands of the Lord and his Ancestors by *Homage*; and such Lord was to acquit his Tenant against all other Lords above him, and from every other Service, likewise to warrant the Land, &c. *Braet. lib.* 3. *Terms de Ley* 392.

Homage Jury, signifies a Jury in a Court Baron, which consists of Tenants that do *Homage* to the Lord of the Fee. This Jury makes Inquiry into, and makes Presentments of Defaults and Deaths of Tenants, Admittances and Surrenders in the Lord's Court. *Kitch.*

Homager,

Homager, is any Person that is bound to do *Homage* to another.

Honour, is particularly used for a more Noble *Seignior* or *Lordship*, on which inferior Lordships and Manors depend, by Performance of Customs and Services: And no Lordships were originally *Honours*, but such as belong to the King; though afterwards they were granted in Fee to Noblemen. *Honours* have been created, as well by Act of Parliament, as by Letters Patent; for the Manor of *Hampton Court*, and divers others, with Lands thereto annexed, are made an *Honour*, by the 31 Hen. 8. c. 5. &c.

Horn with Horn, or **Horn under Horn**, signifies the promiscuous feeding of Bulls and Cows, or all horned Beasts, as when the Inhabitants of different Parishes let their common Herds run together upon the same Common; and that there might be no Dispute about the Right of Tithes, the Bishop of *Durham* ordained that the Cows should answer them to the Minister of the Parish where the Owner lived. *Ann.* 1276.

Hornfeld, signifies a Tax within the Forest, payable for *horned* Beasts; and to be free thereof is a Privilege that has been sometimes granted by our Kings. *Crompt. Jurisd.* 197. 4 *Inst.* 306.

Hottelagium, antiently signified a Right to have Lodging and Entertainment, and was reserved by Lords in the Houses of their Tenants. *Cartular. Rading.* 157.

Hotchpot, (from the *French*) signifies properly a confused Mingling of Things together, and by a Metaphor in our Law is used for the mixing of Lands given in Marriage with other Lands in Fee which fall by Descent; as where a Man seised of thirty Acres of Land, has Issue only two Daughters, and he gives with one of them ten Acres in Marriage, and after dies seised of the other twenty: Here she that is thus married, in Order to gain her Share of the rest of the Land, must put her Part given in Marriage in *Hotchpot*, that is to say, she must refuse to take the sole Profits of the same, and cause her Land to be mingled with the other, so that an equal Division may be made of the whole between her and her Sister, as if none had been given to her that was married; and by this Means, for her 10 Acres she shall have 15, otherwise her Sister would have the 20 Acres, of which her Father died seised. This may be said to be a Right of Waving a Provision made for a Child in the Life-time of the Father at his Death, but depending upon Gifts in *Frank-Marriage*, it is almost now disused. See *Litt. Sect.* 55. 1 *Co. Inst.*

House-bote, signifies an Allowance of Timber out of the Lord's Woods, &c. for

the Repairing and Upholding of a *House*. This is otherwise called *Estovers*, and there is *Estoverium edificandi*, and *Estoverium Ardendi*. 1 *Co. Inst.* 41.

Hundred-lagh, antiently was taken for the *Hundred Court*. *Sax.*

Husbandry, signifies properly the Improvement of Lands by Tillage and Manuring it; and by an old Statute, a certain Number of Acres of Arable Land is to be laid to Houses, which with the Land are to be kept in repair, to prevent the Decay of *Husbandry* and Hospitality. 39 *Eliz.* c. 1.

Hybernagium, signifies the Season for sowing of Winter Corn, viz. between *Michaelmas* and *Christmas*; in like Manner as *Tremagium* formerly signified the Season for sowing the Summer Corn, in the Spring of the Year: And these Words have been used either for the different Seasons, the different Lands on which the several Grains were sown, or the different Sorts of Corn; as *Hybernagium* has been taken to signify *Wheat* and *Rye*, which with us are still termed *Winter Corn*. *Fleta*, lib. 2. c. 73.

I.

Jampnum, is a Word formerly used in Fines of Lands, &c. and thought to be derived from the *French*, signifying Yellow; on which Account *Jampnum* is taken for gorsy Ground, because the Blossoms of *Furze* or *Gorze* are of a yellow Colour. 1 *Croke* 179.

Jannum or **Jaun**, is taken to signify Whins or *Furze*, which no Person is permitted to cut down in any Forest without a Licence first had. *Manwood*, c. 25.

Jcent, the People of *Suffolk*, *Norfolk*, *Cambridgeshire* and *Huntingdonshire*. *Law Lat. Dict.*

Idiot, signifies a Person that is born a *Natural Fool*; and such a one ought not to be prosecuted for any Crime, because he wants Knowledge to distinguish good from Evil. 1 *Inst.* 247. Yet it is said, if a Man have so much Knowledge as to measure a Yard of Cloth, tell or number twenty Pence in small Money, or regularly to name the Days of the Week, or to beget a Child, by which it appears he retains some Light of Reason, he shall not by our Laws be accounted an *Idiot*. 4 *Rep.* 124. 1 *Roll. Abr.* 357.

Jetsen, **Jetson**, or **Jetsam**, (from the *French*) is taken for any Thing thrown out of a Ship or Vessel which is in danger of being a Wreck, and which by the Waves is driven ashore. 5 *Rep.* 106. See *Flotsam*.

Illiterature, is a want of Skill in Letters or Learning; so that if an *Illiterate* Person

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son be to Seal any Deed, or Instrument in Writing, he is not bound to do it, in case none be present to read it to him, if required; and the Reading of a Deed, &c. false, makes the same void. Where a Time is limited for a Person to seal a Writing in, there *Illiterature* can be no Excuse, by Reason he might have provided a skilful Person to instruct him. 2 *Nelf. Abr.* 946.

Immunities, signifies to be free from certain Burdens; as an *Immunity* from Tolls, &c. is to be exempted from the Payment thereof. *Cit. Lib.* 94.

Impalare, was antiently used to signify to *impound*, or put in a *Pound*. *Leg. Hen. 1. c. 9.*

Impeachment of Waste, from the *French*) is understood to be a Prohibition or Restraint from committing of Waste upon Lands or Tenements; and also signifies a Demand of Satisfaction or Recompence for Waste committed by a Tenant who has only a particular Estate in the Land granted, as for Life or Years. Yet a Person that holds Lands on Lease containing this Clause, *viz. to hold without Impeachment of Waste*, has thereby such an Interest in the Lands, &c. that he may commit *Waste* without being *Impeached*, or questioned for it. 11 *Rep.* 82.

Implication, is where the Law implies something which is not declared between the Parties concerned in their Deeds, Contracts and Agreements: And the want of Words in some Cases may be made up by *Implication*, so as one Word or Thing, or Estate given, shall be implied by another. As where a Husband by Will devises all the Goods in his House to his Wife, and that after her Decease, his Son shall have them and his House; here though the House is not expressly devised to the Wife, yet in Law these Words imply, that the Widow has an Estate for Life in the House, because the other Person could then have it, the Son not being mentioned by the Will to have any Thing 'till after the Decease of the Mother. 1 *Vent.* 233.

In auter Droit, that is to say, in another's Right, is when Executors or Administrators sue for a Debt or Duty in Right of the Testator or Intestate.

Inblaura, (*Latin*) Profit or Product of Ground.

Inbozow and Outbozow: Ingress and Egress.

Uncertainty, is a Word opposed to *Certainty*, and is where any Thing is set down in such ambiguous Terms, as that a Person cannot understand it. This is said to be the Mother of Contention. *Uncertainty* in Deeds will make them void; yet a Term for Years granted by Lease, may be render-

ed certain by referring to a *Certainty*, &c. 6 *Rep.* 20.

Inchartare, signifies to grant a Thing by some Instrument in Writing. *Cowel.*

Incident, is any Thing that necessarily depends on, or follows another, which is principal or more worthy: A Court Baron is inseparably *Incident* to a Manor; so a Court of *Piepowder* to a Fair; and these two are so far *incident* to their Principles, that by the Grant of one, the other is also granted; neither can they, except in special Cases, be separated or made extinct. *Kitch.* 36. Rents are *incident* to a Reversion; Timber Trees to the Freehold; Deeds, Charters, and a Way to Lands; likewise Fealty is *incident* to Tenures; Distress to Rent, or Amercement, &c. 1 *Inst.* 151. Estates Tail have certain *Incidents*; as to be dispunishable of Waste; that the Tenants may suffer a Recovery, &c. And a Tenant for Life, or Years, hath *incident* to his Estate, Estovers of Wood, &c. 1 *Inst.* 224. 10 *Rep.* 38.

Inclausa, signifies a Home-Close or small Inclosure near a House. *Paroch. Antiq.* 31.

Inclosures, the throwing of them down, is an Offence punishable by our antient Statutes. 13 *Ed. 1. c. 46.* Yet if a Lord of a Manor incloses Part of the Waste, and does not leave sufficient Room for the Commoners, they may break down such *Inclosure*, or have a Writ of *Assise*. 3 & 4 *Ed. 6.* See 12 *Ann. c. 4.*

Incrementum, is a *Latin* Word that signifies Increase or Improvement, used in antient Records. *Paroch. Antiq.* 164.

Indefeasible, is what cannot be defeated or made void; as an indefeasible Estate of Inheritance, &c.

Indenture, is a Deed or Writing, wherein is contained some Article, Covenant, Contract, or Conveyance made between two or more Persons, and is indented or tallied at the Top thereof, answerable to another Part of the same Deed, &c. and having the same Contents. 1 *Inst.* 229. Though a Deed or other Writing begins thus, *viz. This Indenture*, &c. in Case it is not *indented*, yet it is no *Indenture*, but it may be a *Deed Poll*, and will have Effect as such: And on the other Hand, if a Deed be actually *indented*, it is an *Indenture* in Law, notwithstanding it wants these Words, *This Indenture*. *Cro. Eliz.* 472. The Words in *Indentures* although of one Party only, are binding to both. *Ibid.* 202.

Indiction, was the Space of fifteen Years, by which Computation all publick Writings and Charters were antiently dated at *Rome*, and likewise in *England*: And according to this Account of Time, every Year still increased one 'till it came to *fifteen*, and then returned

returned again, making the first, second, or third *Indiction*, &c. Chart. K. Hen. 3.

Indivisum, signifies what two Persons hold in Common without Partition, in which Case it is said, that each holds *pro indiviso*. Kitch. 241.

Indorsement, is any Thing that is written on the backside of a Deed; such as the Receipt for Consideration Money paid, and Sealing and Delivery, &c. *West. Symb. par. 2*. There is likewise an *Indorsement*, by way of Assignment, on Bills or Notes, which is performed by Writing a Person's Name only on the Back thereof; when these Notes passing from one to another in Trade or otherwise, all the Indorsors are answerable as well as the Drawers of the same. 3 & 4 Ann. c. 9.

In esse, signifies any Thing that is in Being; and a Distinction is made between Things *in esse*, and those *in posse*. A Thing that is not, but which may be, is said to be *in posse*; whilst what is apparent and visible, is said to be *in esse*, that is to say, in actual Being: As a Child before he is born, is a Thing *in posse*; but after he is born, he is said to be *in esse*. See 21 Jac. 1. c. 2.

Infant, in the Law, signifies a Person under the Age of one and twenty, the Acts of whom are in many Cases void, or voidable: As where an Infant within Age executes a Deed, though afterwards he delivers it again at full Age, this second Delivery, as also the first, and the Deed itself are void, since the Deed must take Effect from the first Delivery: And in Case an Infant bargain and sell Lands by Deed indented and inrolled, he may avoid the same. 1 Inst. 171. 3 Rep. 35.

Infossatum Clausum, (*Latin*) a Close ditched in.

Ingress, Egress and Regress, are general Words frequently used in Leases of Lands, and which signify a free Entry into, a Going out of, and Returning from some Part of the Premises leased to another.

Ingressus, was antiently taken for the Relief which the Heirs at full Age paid to the Lord, for *Entering* upon the Fee descended or fallen to him by the Death or Forfeiture of the Tenant. *Blount*.

Ingrosser of Deeds, signifies any Clerk or Person that writes Records, Deeds, or other Instruments of Law, on Skins of Parchment, after the Draughts are settled.

Ingrossing of a Fine, this is the making the Indentures of a *Fine* by the *Chirographer*, and also the Delivery of the same to him to whom it is levied. *Fitz. Nat. Br.* 147.

Inheritance, signifies the having a perpetual Right or Interest in Lands or Tene-

ments, to a Person and his Heirs; and the Word *Inheritance* is used not only where one has Lands or Tenements by Descent of Heritance, but likewise where a Person becomes seised in Fee-simple, or Fee-tail, by Purchase, because his Heirs may inherit it. *Lit. Sect.* 9.

Inland, was used in the Time of the Saxons for the Lord's Demesnes, as the Land let to Tenants, was called *Outland*. *Domeld*.

Innings, signifies the Lands that are recovered from the Sea in *Romney Marsh* by draining. *Law Sew.* 31.

Innotescimus, is a Word that signifies *Letters Patent*.

Inordinatus, is said formerly to have signified a Person who died *Intestate*. *Mat. Westm.* 1246.

Inpenny and Outpenny, antiently was taken for the Money paid by the Custom of some Manors, on the Alienation of Tenants, &c.

Inrollment, signifies the Registering in the Rolls of *Chancery*, *King's Bench*, *Common Pleas*, or *Exchequer*, or at the *Quarter-Sessions*, of any lawful Act, as a Statute or Recognisance acknowledged, a Deed of Bargain and Sale, &c. Inrollments of Deeds must be ingrossed in Parchment, and recorded in Court, for the sake of Perpetuity: Yet it is said that the Inrolling of a Deed does not make it a Record; for that is an Entry in Parchment of judicial Matters controverted in a Court of Record, and of which the Court is to take Notice; whereas an *Inrollment* of a Deed is only a private Act of the Parties thereto, whereof the Court takes no Cognisance at the Time of doing the same, though the Court gives way and accedes to it. 2 *Lill. Abr.* 69.

Inscriptiones, antiently signified any written Instruments, whereby any Thing was granted.

Insinuation, the *Insinuation* of a Will is the first Production of it, *viz.* The leaving it in the Hands of the Register, in Order to the procuring a Probate thereof.

Inspecimus, is a Word formerly used in Letters Patent, and being the same with *Exemplification*. 5 Rep.

Instaurum, in antient Deeds is used to signify a Stock of Cattle upon a Farm, also Waggon, Ploughs, and all Implements of Husbandry; and it was likewise applied to the Books, Vestments, and other Utensils belonging to a Church. *Fleta, lib.* 2.

Intercommoning, is where the Commons belonging to two Manors lie contiguous, and the Inhabitants of both have been accustomed to depasture their Cattle in each of them. *Terms de Ley* 411.

Interest, is taken generally for a Chattel

Real, as a Lease for Years, &c. but more for a future Term. An Estate in Lands, &c. is better than a bare *Interest* therein; yet according to the legal Sense of the Word, an *Interest* extends to Estates and Titles which a Person has in or out of Lands, &c. for by the Grant of a Person's whole *Interest* in Land, a Reversion as well as Possession in Fee-simple passes. 1 *Inst.* 345.

Intestate, signifies a Person that dies without making a Will; in which Case a Distribution is to be made of his Personal Estate, after the Debts and Funeral Charges are paid, among the Wife and Children of the deceased; or for Want of such, then among the next of Kin, &c. *Stat.* 22 & 23 *Car.* 2. c. 10. And the Statute does immediately, upon the *Intestate's* Death, vest an Interest in the Persons intitled, so that if one dies before Distribution, his Share shall go to his Executors or Administrators, and not to the Survivors of the next of Kin to the *Intestate*. 1 *Lill. Abr.* 487.

Intestates Estates, are the Goods and Chattels of the Persons dying *Intestate*.

Intrare Mariscum, to drain low Ground, and by Dikes, Walls, &c. reduce it to Herbage or Pasture.

Intrusion, is taken to be where an Ancestor dies seized of an Estate of Inheritance, which is expectant upon an Estate for Life, and the Tenant for Life dies, after which a Stranger enters before the Heir, and on that Account is said to *intrude*. 1 *Inst.* 227.

Intrusion de Gard, was a Writ formerly in Use, where an Infant, or Person within Age, entered upon his Lands, and kept out his Lord. *Old Nat. Br.* 90.

Invadere, is a Word that signified to mortgage or pawn Lands. *Mon. Angl. Tom.* 1.

Inventiones, was used in some antient Charters for Goods or Treasure found by any Person, and not challenged by the right Owner; which by the Common Law belongs to the King, who frequently grants that Privilege to another Person.

Inventory, signifies a Schedule wherein is contained a Description of all the Goods and Chattels of a deceased Person at the Time of his Death, together with the Value of the same as appraised by two indifferent Persons. *West. Symb. lib.* 2.

In ventre sa mere, (*French*, signifying in the Mother's Belly) is applied to the Case of an Infant where a Woman is with Child at the Death of her Husband; which Infant, had it been then born, would have been Heir to the Husband's Lands. 1 *Shep. Abr.* 142.

Jocasta, (*Latin* for Jewels) in a special Sense, is said to signify those Things that are

Ornaments to Women, and which in some Places abroad they call their own; such as Diamonds, Ear-rings, Bracelets, &c. But in this Kingdom, a Wife is not intitled to Jewels, &c. on the Death of the Husband, unless they are suitable to her Quality, and the Husband does leave Affets sufficient for Payment of Debts, &c. 1 *Roll. Abr.* 911.

Joint Executors, are where two or more are appointed such by Will, and in Law they shall be accounted but as one single Person; in which Case the Acts that are done by any one of them will be taken to be the Acts of all, for this Reason, that all of them represent the Person of the Testator.

Joint Lives, is where any Thing is granted or given to two or more, during their Lives. Where a Lease for a certain Term of Years was made to a Man and his Wife, if they or any Issue of their Bodies so long lived; this was held to be as long as either the Husband, Wife, or any of their Children should live; and not only so long as the Husband and Wife, &c. should jointly live. *Moor* 339. 1 *Lutw.* 555.

Joint-Tenants, are such as come to or hold Lands or Tenements jointly by one Title; as where a Man grants Lands, &c. to two Persons and their Heirs: And such Persons during their *Joint-Tenancy* must jointly plead; as well as be jointly sued and be impleaded, which Property is common to them and Coparceners of Lands. *Litt.* 277.

Jointure of Lands, is a Settlement of Lands, &c. made to a Woman in Consideration of Marriage.

Ius accrescendi, as understood in a legal Sense, is the Right of Survivorship between two Joint-Tenants. 1 *Inst.* 180.

Ius Duplicatum, hath a double Signification, that is where a Person has the Possession of a Thing, as well as a Right to it. *Braet. lib.* 2.

Ius Hereditatis, signifies the Right or Law of Inheritance. 1 *Co. Inst.*

Ius Habendi & Retinendi, is the Right one has, not only to have, but to retain the Profits, Tithes, &c. of a Rectory or Parsonage. *Parson's Law* 188.

Ius Possessionis, according to Lord Coke, is a Right of Seisin or Possession; as *Ius proprietatis* signifies the Right of Ownership of Lands, &c. 1 *Inst.* 266.

Ius Recuperandi, Inrandi, &c. signify a Right of recovering and entering into Lands, &c.

Justice-Seat, is the highest Court that can be held in a Forest, it being always held before the Lord Chief Justice in Eyre of the Forest, upon giving forty Days Warning

ing before; in which Court Fines are set for Offences, and Judgments given, &c. *Manwood, cap. 24.*

K.

KEHERE, is defined to be a Custom to have a Cart-way; as also a Commutation for the customary Duty for Carriage of the Lord's Goods. *Cowel.*

KIDDLE, signifies a Wear or Dam in a River, with a narrow Cut therein, for the laying of Pots and Engines in order to catch Fish. This Word is very antient, for we find it in *Magna Charta, c. 24.* A Survey was ordained to be made of all the Mills, Wears and Kidels in the great Rivers of England. *1 Hen. 4.*

KINDRED, signifies certain Persons that are related to each other. In our Law there are three Degrees of Kindred, one in the right Line descending, another in the right Line ascending, and the third in the Collateral Line. The right Line descending, wherein the Kindred of the Male Line are called *Agnati*, and those of the Female *Cognati*, is from Father to Son, &c. to his Children in the Male and Female Line: And here, if there be no Son, then to the Daughter or Daughters; but if there be none of these, then to the Nephew or Niece, and so on *ad infinitum*.

KILLYTHSTALLION, is where Lords were bound by Custom to provide a Stallion for the Use of their Tenants Mares. *Spelm. Gloss.*

KING'S SILVER, signifies that Money which is paid to the King in the Court of *Common Pleas*, on a Licence granted to levy a Fine of Lands, &c. and this must be compounded in the Alienation Office, according to the Value of the Land, &c. before the Fine can pass. *2 Inst. 511.*

KIRBY'S QUEST, is an antient Record, which remains with the Remembrancer of the *Exchequer*, so called from its being the Inquest of *John de Kirby*, Treasurer to King *Ed. 1.*

KNIUGHTEN COURT, was an Honour Court held by the Bishop of *Hereford* at his Palace twice a Year; in which the Lords of Manors, as also their Tenants holding by Knight's Service of the Honour of that Bishoprick, were formerly Suitors. *Butterf. Surv. 244.*

KYTH, Kin or Kindred.

L.

LABEL, is a narrow Slip of Parchment that is fixed to a Deed, Writ, or Writing, and hanging at or out of the same.

LABINA, watery Land.

LACHES, (from the *French*) in a legal Sense signifies Negligence; as *Laches* of Entry, used by *Littleton*, is a Neglect in the Heir to enter. It is held that no *Laches* shall regularly be a Bar, either to Infants, or Feme Coverts, for not making an Entry or Claim to avoid Discents, &c. *1 Co. Inst. 146.*

LAGA, in the Saxon *Lag*, is the same as Law; whence comes *Saxonlage*, &c.

LAGAN, where Mariners being in Danger of Shipwreck, in Order to save themselves and their Vessel, cast Goods out of the Ship; and if the Ship be lost, these Goods are called *Lagan*, and as long as they continue in the Sea, belong to the Lord Admiral; but if they be cast away upon the Land, they are called a Wreck, and in that Case belong to the particular Lord intitled thereto. *5 Rep. 106.*

LAGHDAY, signifies a Time of open Court. See *Law-Day*.

LAMMAS-DAY, or **LAMB-MAS-DAY**, is the first Day of *August*; on which Day formerly the Tenants that held Lands of the Cathedral Church of *York*, which is dedicated to *St. Peter ad Vincula*, were by their Tenure bound to bring a Lamb alive into the Church at High-Mass. It is said that in the *North*, in most Leases of Lands, &c. the Rent is reserved to be paid on the first of *August*, as one of their Quarter-Days, and the same is expressed to be made payable thus, *viz.* at the Feast-Day of *St. Peter ad Vincula*, commonly called *Lammas-Day*. See *23 H. 8. c. 4.*

LANCASTER, was made a County Palatine by King *Edward III.* and Lands were annexed to the Duchy of *Lancaster*, for the Enlargement thereof, by *37 Hen. 8. c. 16.* And Fines that are levied before the Justices of Assize there, of Lands in the County Palatine, shall be of equal Force as those levied in the Court of *Common Pleas*. *37 H. 8. c. 19.* See *Duchy Court*.

LAND, in a restrained Sense, is arable Ground; yet it signifies generally not only arable, but Meadow Ground, Pasture, Wood, Commons, Waters, &c. and likewise Messuages or Tenements; since that, as *Coke* observes, in conveying the Land, Buildings pass with it. *1 Inst. 19.*

LAND BOR, (*Saxon*) a Charter or Deed whereby Lands or Tenements are given or held.

LANDCHEAP, (from the *Saxon*) was a customary Fine, which formerly was paid upon every Alienation of Land within some Manor, or Liberty of a Borough; as at *Malden* in *Essex* there is a Custom that goes by this Name.

LANDOFRICUS, antiently did signify the Lord of the Soil. *Leg. Eibels. c. 6.*

LANDGABLE, signified formerly a Tax or Rent

Rent payable out of Lands, and seems to be the same with what we now call *Ground-Rent*. *Domesd.*

Landmeters, signifies antient Measures of Land; and hence 'tis we say *Meers*.

Landlord, is the Person of whom Lands or Tenements are holden, who may distrain on the Lands of common Right for Rent or Services due, &c. 1 *Inst.* 57. See *Rent*.

Land-Tenant, is a Person who possesses Land let to him on Lease or otherwise, or the *Ter-tenant*. 14 *Ed.* 3. c. 3.

Lannemannus, (*Latin*) the Lord of a Manor. *MSS.*

Larding Money, is said to signify a small yearly Rent, paid by the Tenants of the Manor of *Bradford* in the County of *Wilts* to the Lord, for the Liberty to feed and fat their Hogs with the Mast of the Lord's Woods. *Mon. Angl. Tom.* 1.

Laund or **Lawnd**, an open Field without Wood.

Law-Day, otherwise called *View of Frank-pledge*, is taken for any Day of open Court; and generally used for the County or Hundred Court. We find Court-Leet and *Law-Day* frequently in antient Charters. *Chart.* 39 *Hen.* 3.

Lease, is a Demise or Letting of Lands, Tenements or Hereditaments to another, for Term of Life, Years, or at Will, for a reserved Rent. *Co. Lit.* 43. There are also *Leases by Statute*, *Leases of the King*, and a *Freehold Lease*, for three Lives. *Theo. of Conv.* 739.

Lease and Release, is a Conveyance of Right or Interest in Lands or Tenements to another that hath the Possession thereof; and though the Deed of Feoffment was the usual Conveyance at Common Law, yet since the Stat. *Hen.* 8. of *Uses*, the Conveyance by Lease and Release has taken Place of it, and become a very common Assurance to pass Lands and Tenements.

Legabilis, in antient Records, this Word denotes a Thing that is not intailed as hereditary; but may be bequeathed by last Will and Testament.

Legacy, signifies any Thing that is particularly given or bequeathed by a last Will or Testament. The Person to whom such *Legacy* is given, is termed the *Legatee*: And there is a residuary *Legatee*, or one to whom, after several Devises or Bequests made by Will, the Residue of the Testator's Estate and Effects are given.

Legatary, or **Legatory**, has the same Signification with *Legatee* of a Will. 27 *Eliz.* cap. 16.

Legitimation, signifies a making lawful; as Naturalization, &c. which makes a Foreigner a lawful Subject of the State.

Leporium, signifies a Place wherein Hares are kept together. *Mon. Angl. Tom.* 2.

Leschewes, are Trees that fall by Accident or Windfalls. *Broke's Abr.* 341.

Lessa, was antiently used for a Legacy. *Mon. Angl. Tom.* 1.

Lesues, (*French*) signifies Pastures in some Parts of *England*, and is a Word frequently inserted in old Deeds and Conveyances. 1 *Inst.* 5.

Letter of Attorney, is a Writing, by which a Person is authorised to do some lawful Act in the Place of another; as to give Livery and Seisin of Lands, &c. or to receive Debts, or sue a third Person, &c. *West. Symb. par.* 1.

Levari scenum, signifies an antient Service of one Day's Hay-making, that was paid to Lords by their inferior Tenants. *Paroch. Antiq.* 320.

Levy, in the Law, signifies to collect or exact, as to *Levy Money*, &c. And to *Levy* a Fine of Lands, &c. is the usual Term for passing a Fine. 17 *Hen.* 6.

Leps, in several Counties of this Kingdom Pasture Grounds are called by this Name. *Domesd.*

Liberty to hold Pleas, or to have a Court of a Person's own, &c. See *Franchise*.

Librata Terræ, is a certain Quantity of Land that contains four *Oxgangs*; but as some Authors say, which is worth only 20s. a Year. *Skene*.

Licence to arise, signifies that Liberty of Time which is allowed by the Court to the Tenant to arise out of his Bed, who is essoined de *Malo lecti* in an Action Real. The Law in this Case is, that the Tenant may not go out of his Chamber, 'till he has been viewed by Persons thereto appointed, that it may be known whether he did not cause himself to be deceitfully essoined, when he shall be taken to have made Default. *Braet. lib.* 5.

Licentia concordandi, is that Licence for which the *King's Silver* is paid. 12 *Car.* 2.

Lien, (*French*) is a Word or Term used two different Ways; as *Personal Lien* signifies a Bond, Covenant or Contract; and *Real Lien* denotes a Judgment, Statute, or Recognisance which affects the Land. *Terms de Ley* 427.

Life-Rent, signifies a Rent payable for Term of Life, or for the Support of it.

Lignagium, generally signifies the Right which a Person has to the Cutting of Fuel in Woods; and is sometimes taken to be the Acknowledgment paid for the same.

Ligula, is used for a Transcript of a Court-Roll. *Mem. in Scac.* 12 *Ed.* 1.

Limitation, signifies a certain Space of Time assigned for bringing Actions in. The 32 *Hen.* 8.

32 Hen. 8. c. 2. has enacted, that no Person shall bring any Writ of Right, or make Title to Lands, &c. of his Ancestor's Possession, only of a Seisin, within sixty Years, next before the Teste of the Writ, &c. In a Writ of *Mortdancestor*, Entry *Sur Disseisin*, or other Action upon the Possession of an Ancestor, it must be within fifty Years; and on the Party's own Possession, within thirty Years, in which the Plaintiff will be barred if he do not prove such Seisin, &c. And by the 21 Jac. 1. c. 16. it is ordained, that all Writs of *Formedon*, &c. for Title to Lands in Being, shall be sued out within 20 Years after the Title did arise. It is said, that twenty Years Possession of Land is a good Title in a Person to maintain an Action of Ejectment, though he be not at that Time actually possessed thereof, but another has it: But where the Plaintiff is out of Possession more than such a Number of Years, in Case there be an actual Disseisin, and not by Perception of Profits, &c. it will bar him by the Statute. 2 Salk. 421. By the same Statute 21 Jac. 1. Actions of Debt, upon the Case, (except for Words) Actions of Account, (other than concerning Merchandise) of Detinue, Trover and Trespass, must be commenced within six Years after the Cause of Action, and not afterwards: Actions of Assault and Battery, Wounding and Imprisonment, must be brought within four Years after Cause of Action; and for Slander within two Years.

Linarium, signifies a Plat of Ground wherein Flax is sown. *Pat. 22 Hen. 4.*

Livery of Seisin, signifies the Delivery of Possession of Lands, &c. unto him that has Right thereto; and it is a certain Ceremony in Use with us, upon the Conveyance of Lands or Tenements, where an Estate in Fee or Freehold is granted. *West's Symb. par. 1.* There are two Kinds of *Livery and Seisin*, viz. *Livery in Deed*, which is where a Feoffor takes the Ring or Key of the Door, and delivers the same to the Feoffee in the Name of *Seisin*: And *Livery in Law*, where the Feoffor being in View of the Land or other Thing granted, saith to the Feoffee on Delivery of the Deed, *I give to you yonder Land, &c. to hold to you and your Heirs; so go into the same, and take Possession thereof accordingly.* 1 Inst. 48, 52. Theo. of Conv. 541.

Local, in our Law, signifies something that is fixed to the Freehold, or tied to a certain Place; as Real Actions are *Local*, they being to be brought in the County where the Lands lie. *Kitch. 230.*

Locus partitus, is defined to be a Division made between two Towns or Counties, in Order to have a Trial where the

Land or Place in Question lies. *Fleta, lib. 4.*

Lowage, (*French*) Possession.

Lyef Silver, was a small Fine antiently paid to the Lord by Customary Tenants for Leave to plough and sow their Land. *Somm. Gavel. 27.*

M.

MAC, signifies a Son in the *Irish* Language. *Litt. Diſt.*

Maiden Rents, was a Noble that was formerly paid by the Tenant to his Lord in some Manors, for a Licence to marry a Daughter. Manor *Builbe* in *Radnorshire*.

Mais, the taking them away that are unmarried, without the Consent of the Father or Mother, or their Guardians, is an Offence punishable by the Statute 4 & 5 P. & M. c. 8.

Maisport, was a small Duty antiently paid to the Rector of the Parish, by the Parishioners, in Lieu of certain Tithes; also it is said to be a Payment of Bread to the Vicar of *Blyth*. *Antiq. Notting. 473.*

Maisura, (from the *French*) antiently signified a House or Farm.

Majus jus, is a Writ or Method of Proceeding for the Trial of the Right of Land, in some customary Manors. *MS. Temp. Ed. 3.*

Maletent, antiently was taken to signify a certain Toll payable for every Sack of Wool, as appears by the Statute 35 Ed. 1.

Managium, as derived from the *French* Word *Menage*, was antiently used for a Mansion-House. *Mon. Angl. Tom. 2.*

Manentes, antiently was used for *Tenantes*, or Tenants; and it was not lawful for them or their Children to depart without the Lord's Leave.

Mannice, is said to signify the same as Citation, where a Person is cited to appear in some Court to answer there. *Leg. Hen. 1. cap. 10.*

Manor, (from the *French*) signifies an antient Royalty or Lordship, formerly called Barony, which consists of Demesnes and Services, and a Court Baron belonging thereto. It was originally a noble Kind of Fee, being in Part granted to Tenants for certain Services to be performed, and partly reserved to the Use of the Lord's Family, with Jurisdiction over his Tenants for their Farms or Estates. *Horn's Mir. lib. 1.* A Manor comprehends in it Messuages, Lands, Meadow, Pasture, Wood, Rents, an Advowson, &c. It may contain one or more Villages or Hamlets, or only a great Part of a Village, &c. Also there are Capital Manors, or Honours, that have other Manors under them: As

there may be likewise *Customary Manors* granted by Copy of Court-Roll, the Lords of which have Power to hold Courts, and grant Copies, &c. Where Tenements are divided from the *Manor*, on the Tenants performing their Services, the Custom remains; and the Person who has the Freehold of them may keep a Court of Survey, &c. 1 *Inst.* 58, 108. 4 *Rep.* 26. *Cro. Eliz.* 103. At this Day a *Manor* may not be made, by Reason of the Court-Baron, and for that it must have continued Time out of Mind. *Litt.* 73. 2 *Roll. Abr.* 126.

Manse, is a Farm or dwelling Place, with Land belonging to it.

Manſion, according to a legal Sense, commonly signifies the Lord's chief Dwelling-House within his Fee, which may be otherwise called the *Capital Messuage*, or *Manor-House*. Skene. A *Manſion* House is also taken in our Law for any House of Dwelling of another.

Manſum Capitale, signifies the Manor-House or Lord's Court. *Kenn. Antiq.* 150.

Manuopera, is ſaid to be Cattle or any Implements used to work in Husbandry. *Fleta, lib.* 2.

Manure, signifies to till, plough, or improve Lands. *Litt. Diſt.*

Marcatum, signifies a *Mark* in Rent, antiently reserved on Leases, &c. *Mon. Angl. Tom.* 1.

Marchiare, signifies to border upon, or adjoin to a Country. *Cowel.*

Marctum, (from the *French*) is used for Marshy Ground overflowed by the Sea. 1 *Inst.* 5.

Marle, is a Kind of Earth or Mineral used to fertilise Land.

Maſter of the Faculties, is an Officer of the Archbishop of *Canterbury*, that grants Licences, Dispensations, &c. 22 & 23 *Car.* 2.

Matricula, signifies an Entry or Register, also a Roll wherein Persons are registered; as to be entered in the Register of the Universities, is ſaid to be *Matriculated* there.

Maugre, (from the *French*) in a general Sense of the Word, signifies an Unwillingness; as it is ſaid by *Littleton*, that the Wife shall be remitted *Maugre* the Husband, that is, whether the Husband is willing or not, or in Despight of him. *Lit. Seſt.* 672.

Meal Rents, heretofore paid in Meal, now paid in Money.

Meals, the Shelves of Land, or Banks on the Sea Coasts of *Norfolk*.

Mean or **Meſne**, (*French*) signifies a *Medium* between two Extremes; and as to Time, it is the *Interim* between one Act and another, and in that Sense is applied to mean Profits of Lands betwixt the Time

of the *Disseisin* and the *Recovery*. This Word is likewise applicable to Honour or Dignity; as there is a Lord *Mean*, who holds of another Lord, and a *Mean* Tenant, &c. *Terms de Ley.* 13 *Ed.* 1.

Meaſe, is taken to signify a *Messuage* or Dwelling-House.

Meet, is a *Mark* or Boundary of Land. *Litt.*

Merger, is when the lesser Estate in Lands, &c. is drowned in the greater: As for Example, where the Fee comes to Tenant for Years or Life, those particular Estates are *merged* in the *Fee*, that is to say, are become extinct therein: 'Tis otherwise of an Estate Tail, which is not subject to *Merger* by the Accession of a greater Estate in Fee to it. 2 *Rep.* 60, 61. Where a Lessor, in whom the Fee is, intermarries with the Lessee for Years, the Term is not *merged* thereby, for this Reason, that he has the Inheritance or Fee in his own Right, and the Lease in that of his Wife. *Plowd.* 418. *Cro. Car.* 375.

Messarius, was antiently taken for the chief Servant in Husbandry, now called in some Places a Bailiff. *Mon. Angl. Tom.* 2.

Messuage, signifies a Dwelling-House with Lands adjoining; and by the Name of a *Messuage*, a Curtilage, Garden, Orchard, Stable, Dove-house, Mill, Cottage, Shop, Chamber, &c. shall pass in Grants. *Bract. lib.* 5. *Plowd.* 169.

Metegabel, (from the *Saxon*) was a certain Tribute or Rent formerly payable in Victuals, as well by the King's Tenants as others.

Metteshap, or **Mettenschep**, is ſaid to be an Acknowledgment paid in Corn, or a Fine antiently imposed on Tenants for Defaults in their customary Services of cutting the Lord's Corn. *Paroch. Antiq.* 495.

Michis, (*Saxon*) a Sort of white Loaves paid as a Rent in some Manors.

Mina, antiently was taken for a Corn-Measure of a different Quantity, according to the Things to be measured by it; in this Sense of the Word, *Minage* was the Duty paid for Liberty of felling by that Measure. But *Littleton* takes it to be a Measure of Ground containing 120 Foot in Length, and as many in Breadth.

Mineral Courts, are such Courts as take Cognisance of Affairs relating to Lead-Mines.

Mines, in a general Signification, are certain Places out of which Gold, Silver, Copper, and other Metals are digged in the Earth; yet it is ſaid no Place is properly a *Mine*, until such Time as the Ground is opened; it being before deemed nothing but a Vein or Seam, as of Tin, Iron, Coals, &c.

Ec. 1 *Inst.* 54. The King by his Prerogative has a Right to all *Mines* of either Gold, or Silver, or where they are of the greater Value; and these are called *Royal Mines* by *Plowden*: But see the Statutes 1 & 4 & 5 *W. & M.* to dig *Mines* is Waste, where Tenants or Lessees are not authorised by their Leases so to do. And in Case a Person maliciously sets any *Mine* or Pit of Coal on Fire, he is guilty of Felony. 10 *Geo.* 2. cap. 32.

Miniments, or rather **Muniments**, signify the Evidences or Writings that relate to a Person's Inheritance, or other Thing he has a Right to, and whereby he is made able to defend his Estate. *Terms de Ley* 451.

Minor, signifies in our Law an Heir Male or Female, before they arrive at the Age of twenty-one Years; and during the Minority of such, they are usually incapable to act for themselves.

Minute Tithes, are those particular small Tithes as usually belong to the Vicar. See *Tithes*.

Mise, (from the *French*) in the Law signifies Costs or Expences, and in which Sense it is commonly used in the Entering up of Judgments in Actions Personal; as where the Plaintiff recovers, it is entered, that he shall recover Damages to such a Value, and for Costs and Charges so much, &c.

Modus Decimandi, is where Money, Land or other valuable Thing, has been given Time out of Mind to the Parson in Lieu of Tithes, in a certain Place. 2 *Rep.* 47.

Moiety, (from the *French*) signifies one Half of any Thing; as to hold Lands, &c. by *Moieties*. *Litt.* 125.

Molendinum, (*Latin*) a Mill.

Molta, (*Latin*) Toll for Grinding.

Monster, signifies one that is without human Shape, and yet born in lawful Wedlock. Such a Person is not allowed in our Law to purchase or hold Lands; but still any Person that is deformed in Part of his Body may inherit the Lands of his Ancestor. 1 *Inst.* 7.

Monstrans de Droit, is a Writ which issues out of the Court of *Chancery*, for the Restoring of a Person to Lands or Tenements that are his in Right, and the Shewing thereof, though by some Office found to be in the Possession of one lately dead, whereby the King would be intitled to the said Lands, &c. 34 *Ed.* 3. c. 14. 4 *Rep.* 54.

Monstrans de Faits, in a legal Sense, is taken for the Producing of the Deeds in open Court, when an Action is brought upon any Deed.

Month, (from the *Saxon*) signifies properly the Time from the new Moon to its

Change, or rather the Course or Period of the Moon; it being a Space that contains by the Week eight and twenty Days, but according to the Kalendar sometimes thirty, and thirty-one Days. *Litt.* In the Case of Inrollments of Deeds, also generally in all other Cases where a Statute particularly sets down *Months*, there the *Month* shall be computed at twenty-eight Days: But when a Statute Accounts by the Year, Half-Year, or Quarter, there it is to be reckoned as the Kalendar has appointed. 1 *Inst.* 135. 6 *Rep.* 62. See *Cro. Jac.* 167.

Morgangina, derived from the *Saxon*, was formerly used to denote that Present which the Bridegroom gave his Bride on the Wedding Day, it being then the fourth Part of his Personal Estate; and this is now called *Dowry Money*: It is said literally to signify *Donum Matutinale*. *Leg. Hen.* 1. cap. 70.

Morsellum Terræ, (*Latin*) a small Parcel of Land.

Mortgage, a Pledge or Pawn of Lands, Tenements, &c. for Money borrowed: And the Reason why it is thus called, is because it is a *Dead Pledge* until the Money borrowed is repaid. *Litt.* 332. *Theo. of Conv.* 787.

Mortmain, is where Lands or Tenements are granted to any Religious House or Corporation, &c. 1 *Inst.* 2, 304. 2 *Inst.* 361. *Theo. of Conv.* 96.

Mortuary, signifies a Gift left by a Person at his Death to his Parish Church, in Recompence of Personal Tithes omitted to be paid in his Life-time; or as otherwise defined, it is that Beast, or other moveable Chattel, which after the Death of the Owner, by the Custom of some Places, antiently became due to the Parson, Vicar, or Priest of the Parish, in Lieu of Tithes or Offerings forgot, or not well and truly paid by the Deceased. *Terms de Ley* 449.

Mote, signifies a Court or Convention, in our antient Law; hence comes *Burghmote*, and *Swainmote*, &c.

Mote-bell, used to call People together, to the Court. *Leg. E. Confess.* c. 35. See *Folcmote*.

Moteer, was taken to be a customary Service or Payment at the Lord's Mote or Court; and from which some Persons were exempted. *Chart.* 5 *John*.

Moult, an old *English* Word signifying a Mow of Corn or Hay. *Paroch. Antiq.* 401.

Mulier, in our Law, signifies the legal Issue born in Wedlock, though begotten before, and is preferred before an elder Brother born out of Matrimony. As for Instance, if a Man has a Son by a Woman before

before Marriage, which Issue is a Bastard, and unlawful, and afterwards the Man marries the Mother of the Bastard, and they have another Son, this second Son is *Mulier* and lawful, and shall be Heir of the Father, but the other can be Heir to no Person: And to such Sons our Law Books give this Addition, viz. *Bastard eigne*, or eldest, and *Mulier puifne*, or youngest, whenever they are compared together. 1 *Co. Inst.* 170, 243. By the *Civil Law*, where a Man has Issue by a Woman, if after that he marries her, the Issue is *Mulier*; though not according to the Laws of *England*. 2 *Inst.* 99.

Multa Episcopi, (from *Multa* a Fine) is said to be a Satisfaction made to the King by the Bishops, in Order that they might have Power to make their last Wills and Testaments, and have the *Probate* of the Wills of other Men, and also the granting of Administrations.

Mundbrech, (from the *Saxon*) has been taken for an Infringement of Liberties; but is generally expounded a Breach of *Mounds*, which Name Ditches and Fences are called by in many Parts of *England*. *Spelm.*

Muniments, in this Word are included all Manner of Evidences, such as Charters, Feoffments, Releases, &c. See *Miniments*.

Muniment House, is a House or Room of Strength, made on Purpose for keeping the Seal, Evidences and Writings of a Church or College. 3 *Inst.* 170.

Mutuo, is said to signify either to borrow or lend, as sometimes used in our Law. 2 *Saund.* 291.

Mutus & Surdus, signifies a Person that is both dumb and deaf, who being Tenant of a Manor, the Lord shall have the Wardship and Custody of him. 2 *Cro.* 105. Yet 'tis held, that such a one having Understanding, may be a Grantor of Lands, &c. 1 *Inst.*

N.

NAM, or **Naam**, (from the *Saxon*) signifies the Attaching or Distraining of another Person's moveable Goods; as where one takes another's Beasts Damage-feasant in his Ground, or by Reason of a Person's own Fact on some Contract made; where it is agreed that in Default of Payment of an Annuity, it shall be lawful to distrain on Lands charged therewith. *Horn's Mirror*, lib. 2.

Natale, is taken to be the State and Quality of a Person. *Leg. Hen.* 1.

Naturalization, is where an *Alien* is made the King's natural Subject by Act of Parliament, whereby a Person becomes as much a Subject to all Intents and Purposes, as if he were actually born so; for that by

Naturalization a Person's Issue, before the *Naturalization* shall inherit: And a Person that is *Naturalized* may have Lands by Descent, as Heir at Law, as well as have them by Purchase. 1 *Inst.* 129.

Nomine pœnæ, signifies a Penalty incurred for Non-payment of Rent, &c. at the Day appointed for Payment of the same. It is said, where Rent is reserved, and on the Non-payment thereof there is a *Nomine pœnæ*, if the Rent be behind, there must be an actual Demand of it made before the Person intitled to the Rent can distrain for it; this is because the *Nomine pœnæ* is of the like Nature with the Rent itself, and issues out of the Lands, &c. whereout the Rent does issue. *Hob.* 133. A *Nomine pœnæ* of a certain Sum is granted for every Day, after a Rent becomes due, on a Question, whether there must be a Demand for every Day's Forfeiture, or only one for many Days; by the best Opinions it has been held, that for every Day Demand ought to be made. 2 *Nelf. Abr.* 1182. In Case Money is to be forfeited *Nomine pœnæ* for not paying of Rent at the Time limited by the Lease, &c. the Demand of the Rent is to be precisely on the Day, in Regard to the Penalty. 7 *Rep.* 28. 2 *Lill.* 221.

Nonæ & Decimæ, were Payments formerly made by Tenants of Church Farms, to the Clergy or other Owners thereof; in which Case *Nonæ* signified a Duty paid for Things appertaining to Husbandry, and *Decimæ* were claimed in Right of the Church. *Blount.*

Nonage, signifies generally all the Time that a Person continues under the *Age* of one and twenty; but in a special Sense, it is all that Time a Person is under the *Age* of fourteen, as to Marriage, &c.

Non-Claim, signifies an Omission or Neglect in a Person's claiming within the Time limited by Law: As within five Years after a Fine levied, &c. 32 *Hen.* 8. c. 3.

Non compos Mentis, in our Law signifies a Person is not of sound Memory and Understanding.

Non decimando, signifies a Custom or Prescription to be discharged of all Tithes. See *Modus Decimandi*.

Non-plevin, is where Land seized by the King is not replevied in due Time, which has been accounted fifteen Days; but it is ordained, that no Person shall lose his Land, by Reason of *Non-plevin*. 9 *Ed.* 3. cap. 2.

Notary, signifies a Person, usually some Scrivener, who takes *Notes*, or frames short Draughts of Contracts, Obligations, Charter-Parties, or other Writings. A *Notary* publick, is properly one that publickly attests Writings

Writings or Deeds, in order to make them authentick in another Nation; but he is principally employed in Business concerning Merchants, as to make Protests of Bills of Exchange, &c. And Noting a Bill, is where he goes to take Notice of a Merchant's Refusal to accept or pay the same. *Merch. Dict.*

Note of a Fine, is an Abstract of the Fine or Contract, made by the *Chirographer* before the same is ingrossed. *West's Symb. par. 2.*

Ruces Colligere, was one of the Services antiently imposed by Lords on their inferior Tenants, which was to gather Hazle Nuts. *Paroch. Antiq. 495.*

O.

Obligation, signifies a Bond, wherein is contained a Penalty, conditioned for Payment of Money, &c. The Difference between it and a Bill is, that the latter is generally without a Penalty or Condition, though it may be made *Obligatory*, and *Obligations* are sometimes by Matter of Record, as Statutes and Recognisances, &c. *1 Inst. 172.*

Obligee, is the Person to whom a Bond or *Obligation* is made.

Obligor, is the Party that enters into a Bond or *Obligation*.

Oblations, are mentioned with *Oblations* and *Offerings*, they being generally the same Thing, but have been taken to be the most comprehensive: The Rents and Revenues of Spiritual Livings, are termed *Oblations* in the *12 Car. 2. c. 11.*

Occupant, signifies the Person that first seises or gets Possession of a Thing; and this by Law must be of what has natural Existence, as of Land, &c. *Vaugh. 190.* A Person cannot be an *Occupant* only of a void Possession: Where a Tenant for the Term of another's Life dies, the *Cestui que vie* being alive; or in case Tenant for his own Life grants over his Estate to another, and the Grantee dies before him, there shall be an *Occupant*; unless the Grant be made also to the Grantee's Heirs, during the Term, &c. *1 Inst. 388. Wood 216.*

Occupation, in a legal Sense, is taken for Use or Tenure; as in Deeds it is frequently said that such Lands are, or lately were, in the Tenure or *Occupation* of such a Person.

Octave, signifies the eighth Day inclusive after any Feast. See *Ulas.*

Offerings, are accounted as a Sort of Personal Tithes by Custom payable to the Parson of the Parish. They are either occasionally paid, as on Sacraments, Marriages,

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Christnings, &c. or at constant Times, such as *Easter*, and *Christmas*, &c. *2 & 3 Ed. 6.*

Office found, is where Inquisition is made to the King's Use of any Thing by Virtue of the Office of the Person that inquireth it, and the same is found by the Inquisition; and so to return an *Office* signifies that which is found by Virtue of the Office. *Kitch. 177.*

Operarii, antiently signified Tenants that had some small Portions of Land, on Account of the Duty of performing Servile Labours for their Lord.

Operatio, is said to be a single Day's Work performed by a Tenant to a Lord. *Paroch. Antiq. 320.*

Ore, (from the Saxon) in old Charters is taken for a Liberty or Privilege, whereby a Person claims the Ore found in his own Ground.

Oreum, (Latin) Barley.

Orphan, is a Word that signifies a fatherless Child; and the Lord Mayor and Aldermen of the City of London have the Custody of Orphans, who are under Age, and unmarried, of deceased Freemen; and also the keeping of their Lands and Goods. And when they commit the Custody of an Orphan to any Person, he may have the Writ of *Ravishment of Ward*, in case the Orphan be taken from him; or the Offender may be imprisoned, until such Orphan is produced. Likewise if any one, without the Consent of the Court of Aldermen, does marry an Orphan, although it be out of the City, they may fine the Party, and imprison him 'till paid. *2 Danv. Abr. 311. 1 Vent. 178.*

Orotagium, signifies an *Hortilage*, Orchard or Garden Plot. *Mon. Angl. Tom. 1.*

Osmonds, is that Ore of which Iron is made, and was antiently brought into England. MSS.

Ousted, signifies to be put out; as a Person that is removed or put out of Possession is said to be *Ousted* of his Possession. *3 Cro. 349.*

Outland, among the Saxons, was that Land which lay beyond the Demesnes, and was granted out to Tenants, though at the Will of the Lord, in like Manner as Copyhold Estates. *Spelm. Feuds, c. 5.*

Out-Riders, are certain *Bailiffs errant*, that are employed by Sheriffs to Ride to the furthestmost Parts of Counties or Hundreds, in Order to summon People more speedily into the County Courts, &c. *14 Ed. 3. cap. 9.*

Owerty, (French) signifies Equality; as in the Case of a Lord, Mesne and Tenant who holds of the Mesne, as he holds of the

Superior Lord; this is termed *Owely* of Services. 1 *Inst.* 169.

Organg, or **Orgate**, is generally taken for fifteen Acres of Land, or as much Ground as a single Ox can Plough in a Year. *Crompt. Juris.* 220.

Oyez, in the *French*, *Oyez*, signifies hear ye, and is frequently used by the Cryers in our Courts, on making Proclamation, to injoin Silence, &c.

P.

Pacatio, is an old *Latin* Word signifying a Payment. *Mon. Angl. Tom.* 1.

Pañ, (*French*) is taken for a Contract or Agreement. *Law. Fr. Diñ.*

Parage, is defined to be the Equality of Land in a Partition between Coheirs. 1 *Inst.* 166.

Paragium, was antiently taken for equal Condition or Fortune of Parties, such as young Heirs, that were to be contracted in Marriage.

Paramount, (from the *French*) is taken to be the highest Lord of the Fee. The Lords of those Honours or Manors, that have other Manors under them are stiled Lords *Paramount*; and the King by our Law is the Chief Lord of all the Lands in *England*. 1 *Co. Inst.* 1.

Paraphernalia, (from the *Greek*) are such moveable Goods, as a Widow, after her Husband's Death, challenges over and above her Dower or Jointure; as Furniture for her Chamber, necessary wearing Apparel, and Jewels suitable to her Rank and Quality, which are not deemed Chattels of the Husband, and on that Account need not be included in the Inventory after the Husband's Decease; neither can the Husband bequeath them. 1 *Cro.* 343. A Pearl Necklace, a Chain of Diamonds, or Gold Watch, &c. may come under *Paraphernalia*, in case these were usually worn by the Wife, and there are Assets left to pay Debts and Legacies; and it is said, that the Widow may detain not only Apparel, but likewise Ornaments, even against the Devise of her Husband, who could not dispose thereof by his Will, though he might have sold them in his Lifetime. 1 *Roll. Abr.* 911. *Cro. Car.* 347.

Paravass, signifies a Person that is Tenant to one, who holds over of another, or the lowest Tenant of the Fee. *Fitz. Nat. Br.* 135.

Parceners, in our Law are of two Kinds; the one according to the Course of the Common Law; and the other according to the Custom. These according to the Common Law are, where a Person is seised of an Estate of Inheritance in Lands, &c.

and dies without any Issue, except Daughters, in which last Case the Lands descend to the Daughters as *Parceners*; and they are but as one Heir to their deceased Ancestor. 1 *Inst.* 164. When a Person dies seised of Lands held in Fee-simple, or in Tail, without any Issue of his Body, or Male Heirs to inherit, the Lands will descend to the Sisters as *Parceners*; and for want of Sisters, they descend to the Aunts or other Females of Kin in equal Degree, who are likewise *Parceners*: And they are so called, because by the Writ *de partitione facienda* they may be compelled to make Partition of the Lands descended, if they will not by Consent make it. Here it is observed, that where there is an only Daughter, she is termed Daughter and Heir, not *Parcener*. *Litt. Sect.* 242, 243.

Parceners, by *Custom*, are where a Person dies seised in Fee or Tail of Lands of the Tenure of *Gavelkind* in *Kent*, &c. And leaves Issue several Sons; in such Case by the *Custom* those Lands will descend to all the Sons as *Parceners*, who shall inherit equally, and be compellable to make Partition, in like Manner as Daughters or Females. *Litt.* 265.

Parcenary, is taken for the holding of Lands jointly by *Parceners*, that is when the common Inheritance remains undivided. *Litt.* 56.

Parent, is taken for either a Father or Mother; though it is generally applied to the Father. *Parents* by the Law of Nature and the Law of God are bound to educate, maintain and defend their Children, over whom they have Power by those Laws; and they likewise have Interest in the Profits of their Children's Labour, during their Nonage, in case the Children live with, and are provided for by them: Though the *Parent* or Father has no Interest in the Real or Personal Estate of a Child, any otherwise than as his Guardian. *Wood's Inst.* 63.

Park, signifies a large Quantity of Ground inclosed, wherein by Prescription, or the King's Grant, a Subject preserves his Game of wild Beasts. There are three Things required to a *Park*; as a Grant thereof; Inclosures either by Pales, Wall or Hedge; and Beasts of *Park*, which are the Buck, Doe, &c. And if all the Deer happen to be destroyed, it shall then no longer be accounted a *Park*. 1 *Co. Inst.* 233. 3 *Cro.* 59.

Parkbote, is understood to signify the being quit of inclosing a *Park*, or any Part thereof. 4 *Inst.* 308.

Parol, (*French*) sometimes this Word is joined with the Word *Lease*; as *Lease Parol* denotes a Lease by Word of Mouth, in

in Order to distinguish it from a Lease in Writing. See *Kitch.* 193.

Parol Demurrer, is said to be a Privilege allowed an Infant, that is sued in Relation to Lands which came to him by Descent; when the Court will give Judgment that the Suit shall remain or continue until the Infant arrives at his full Age, viz. twenty-one Years: In this Case, if on a *Parol Demurrer* the Age is granted, the Writ does not abate, but the Plea is put without Day, 'till the Infant is of Age, and then it is revived by a Resummons, &c. 2 *Inst.* 258. 2 *Lill. Abr.* 280. The Plaintiff in an Action cannot pray *Parol Demurrer* during the Nonage of the Infant Defendant, for it is grantable in Favour of Infants only. 6 *Ed.* 1. c. 2.

Parsonage, which is likewise termed Rectory, signifies a Parish Church that is indowed with a House, Glebe-Lands, Tithes, &c. Though it may be a *Parsonage*, notwithstanding there be neither Glebe nor Tithes, but only yearly Payments in lieu thereof. *Parf. Counc.* 190.

Partes finis nihil habuerunt, in our Law signifies an Exception taken against a Fine levied. 3 *Rep.*

Parties, signify the Persons that are named in a Deed or Fine, viz. those that made the Deed, or levied the Fine; and also those to whom the same was made or levied: Here it is observed, that if an Indenture be made between two *Parties* mentioned particularly in the Beginning of the Deed, and therein one of them grants to another that is not named at the Beginning thereof, such Person is no Party to that Deed, nor can take any Thing thereby. *Cro. Eliz.* 585. The *Parties* to a Suit at Law, are the Plaintiff and Defendant who carry on the Suit.

Partition, signifies a Dividing of Lands, &c. descended by the Common Law, or by Custom among *Cobbers* or *Parceners* being two at the least. Also *Partition* may be made by Joint-Tenants, or Tenants in Common by Assent, Deed or Writ; after which they shall have Aid one of another, and their *Heirs*, &c. 31 *Hen.* 8. c. 1. See *Parceners*.

Paschal Rents, are yearly Tributes paid by the Clergy to the Bishop or Archdeacon, at their *Easter* Visitation. *Cowel.*

Pascua, is Ground to feed Cattle.

Pascuage, signifies the Grazing or Feeding of Cattle in such Ground. *Mon. Angl.* Tom. 2.

Passator, was antiently taken for the Lord to whom a Duty was paid for Passage over a River, or the Person that had the Interest or Command thereof. *Pat. Ed.* 3.

Pasture, in general is any Place where

Cattle may feed; it is said to differ from *Pascua* in this, viz. that *Pascua* signifies a Place set apart on Purpose for Cattle to feed on; and therefore may be properly taken to be a Meadow, or what is usually termed *Pasture Ground*. See *Wood's Inst.* 196.

Patrimony, is an hereditary Estate, or such a Right as descends from Ancestors. 'Tis said the legal Indowment of Churches, &c. was formerly termed *Ecclesiastical Patrimony*. *Cowel.*

Patron, in our Law, is he that having the Advowson of a Parsonage, Vicarage, or the like Spiritual Promotion appertaining to his Manor, or otherwise in Gross, hath on that Account the Gift and Disposition of the same Benefice, and may present thereto, whenever it becomes void. *Terms de Ley* 473.

Perch, is taken for a Rod or Pole of sixteen Foot and a Half in Length, whereof forty in Length, and four in Breadth make an Acre of Ground: Though by the Customs of divers Places, and with Respect to some particular Things, this Measure differs. *Crompt. Juris.* 222.

Per my & per tout, (*French*) are Words used in the Law where a Jointenant is said to be seised of the Lands which he holds jointly, *by every Parcel, and by the whole*. *Lit. Tenur.* 288.

Pernancy, signifies the taking or receiving, and is peculiarly applied to *Tithes* taken in Kind, which are termed *Tithes* taken in *Pernancy*.

Pernor of Profits, (from the *French*, signifying a Taker or Receiver) is he who takes the Profits of Lands, &c. 1 *Co. Inst.* 589. *Raym.* 17.

Perparts, is said to signify Part of an Inheritance. *Fleta, lib.* 2.

Perpetuity, in our Law, is when an Estate is intended to be so settled in Tail, &c. that it may not possibly be undone or made void. As where if all the Parties that have Interest therein join, yet they cannot bar, or pass the Estate; and this is a Thing the Law will not suffer, on which Account all *Perpetuities* are avoided. For example, an Estate cannot be made to deprive a Tenant in Tail, either by Condition or Limitation, of the Power of Alienation by Fine and Recovery, &c. And a Term for Years, may not be devised to one and the Heirs of his Body as an Estate-Tail, with Remainders over, to create a *Perpetuity*: Though it may be assigned to Trustees, for the Issue in Tail to receive the Profits, &c. 4 *Inst.* 27. 10 *Rep.* 87. *Hob.* 256. 1 *Andersf.* 237. *Chan. Rep.* 8, 213. 2 *Lill. Abr.* 292.

Perquisites

Perquisites of Courts, are usually those Profits and Advantages, that accrue to a Lord of a Manor from his Courts Baron by Casualty, over and above the certain yearly Income of the Lands; as Fines for Copyholds, Escheats, Heriots, Amercements, &c. *Perk. Stat. 20.*

Personal, as joined with Goods or Chattels, signifies any moveable Thing belonging to a Person, whether quick or dead. *West's Symb. par. 2. See Chattels.*

Personal Tithes, are *Tithes* payable out of the Profits that come by the Labour and Industry of a Man's Person, by buying and selling, Gains of Merchandise, Handicrafts, &c. *2 & 3 Ed. 6. c. 13.*

Pete, Earth dug up for Fuel.

Picage, Money paid for breaking of the Ground to set up Booths in a Fair or Market.

Piepowder Court, that is a Court incident to Fairs and Markets. *17 Ed. 4.*

Pigeon-House, is a Place erected for the safe keeping of *Pigeons*: And the Lord of a Manor may build a *Dovecote* or *Pigeon-House* on his Land, being Parcel of the Manor; though a Tenant cannot do it, without the Lord's Licence; and yet it has been held, that any Freeholder may erect a *Pigeon-House* upon his own Ground. *5 Rep. 104. Cro. Jac. 440. 3 Salk. 248.* Where Persons shoot at and kill *Pigeons* they shall pay a certain Forfeiture by *1 Jac. 1. c. 27.*

Pill, a small Piece of Ground.

Piscary, signifies the Right or Liberty of Fishing in the Waters belonging to another Person.

Pittle, a small Piece of inclosed Land.

Plaustrata Fœni, (*Latin*) a Cart Load of Hay.

Plightel, a small Portion of Land.

Plough-Alms, is said to be antiently a small Sum payable to the Church for every *Ploughland*. *Mon. Angl. Tom. 1.*

Plough-bote, signifies a Right or Liberty reserved to Tenants to take Wood for the Repairing of *Ploughs*, and Harrows, &c.

Plough-land, is the same as a *Hide* of Land; and in Respect to the Reparation of the Highways, it is settled at 50 *l.* a Year, by *7 & 8 W. 3. c. 29.*

Plough-Silver, was antiently certain Money paid by some Tenants in lieu of their Service to *plough* the Lord's Land. *W. Jones Rep. 280.*

Pole, signifies a certain Measure of Land, and being the same with *Perch*.

Pollard Trees, are those that have been usually cropped, wherefore they are distinguished from Timber Trees. *Plowd. 469.*

Pontage, signifies a Contribution made towards the Maintenance or Repairing of a

Bridge; but sometimes it is taken for the Toll paid by the Passengers for that Purpose. *3 Eliz. c. 24.*

Porta, (*Latin*) a Ridge of Land.

Portion, signifies generally a Part or Proportion either of Money given with a Daughter, or of an Inheritance to live upon. It is otherwise defined to be that Allowance which a *Vicar* has out of a Rectory or Impropriation. *Cowel.*

Portioner, is said to be where a Parsonage is served by two or more Clergymen alternately, in which Case the Ministers are called *Portioners*, because they have only their Portion of the Tithes or Profits of the Living. *27 Hen. 8. c. 28.*

Portmote, is a Court held in a Port or Haven Town, mentioned in the Statute *43 Eliz. c. 15.*

Possessio Fratris, this is where a Man seized of Lands in Fee has Issue a Son and a Daughter by one Woman or *Venter*, and a Son by a second *Venter*, and dies; and the first Son, as Heir to his Father, enters, and also dies without Issue, in this Case the Daughter may enter and shall have the Land as Heir to her Brother: Yet if the eldest Son happens to die, not having made an actual Entry and Seisin, the Son by the second Wife may enter as Heir to his Father, and shall enjoy the Estate, and not the Sister. *1 Inst. 15.* Where the elder Brother has entered, and by his own Act is possessed of the Lands; or where the same are leased for Years, &c. there the Possession of the Lessee, or Tenant, does vest the Fee in such elder Brother, so as upon his Death, the Sister may inherit as his Heir, for there is a *Possessio fratris* in that Case. *3 Rep. 42.*

Possession, is either Actual, or in Law: *Actual Possession*, is where a Person actually enters into Lands, &c. that are descended or conveyed to him. The *Possession in Law*, is where Lands are descended to a Person, and he has not as yet entered into them: And the Reason this is called *Possession in Law* is, because in the Eye of the Law he is deemed to be in *Possession*. *Terms de Ley.* A *long Possession* is much favoured by the Law, as an Argument of Right, even though no Deed can be shewn, and it is more regarded than an antient Deed without *Possession*; for he that is out of *Possession* of Land, if he brings an Action, must make an undeniable Title; and when one would recover any Thing from another, it will not be sufficient to destroy the Title of the Person in *Possession*, without you can prove your own better than his. *1 Co. Inst. 6. Vaugh. 8, 58.*

Possibility, is defined to be any Thing that

that is altogether uncertain, or what may or may not be; and in the Law is taken to be either near or remote: A near *Possibility* is, where an Estate is limited to one after another's Decease; whilst a remote *Possibility*, is something extraordinary that is never likely to come to pass; as to suppose a Man to be married to such a Woman, and she shall die, and afterwards he shall marry another, &c. 2 Rep. 50.

Posteriority, signifies the coming after, or being behind, and is a Word used in Tenures that is opposed to Priority; as where a Person holds Lands, &c. of two Lords, he is said to hold of his antienter Lord by Priority, and of his latter by Posteriority. 2 Inst. 392.

Post-Fine, is a certain Duty payable to the King for a Fine formerly acknowledged in his Court, which the Cognisee pays after the Fine is fully passed: The Rate of this *Post-Fine* is so much, and half so much as was paid for the *Præ-Fine*, and is collected by the Sheriff of the County where the Land lies whereof the Fine was levied, to be accounted for by him in the Exchequer. 22 & 23 Car. 2.

Posthumous, in our Law, is applied to a Child, or Children born after the Father's Death; and in Settlements *Posthumous* Children are enabled to take Estates in Remainder, as if born in the Life-time of their Father, even though no Estate be limited to Trustees for that Purpose. 10 & 11 W. 3. c. 16.

Postnatus, is said to signify the second Son. *Bracton*.

Pound, is a Place of Strength to keep Beasts and Cattle in that are distrained, or put in for Trespass committed, until they be replevied or redeemed. It is called a *Pound Overt*, that is to say, an open *Pound*, which is usually built on the Lord's Waste; and is provided by the Lord for himself and Tenants; and this being also called the Lord's or Common *Pound*, to which the Owner of the Cattle impounded may resort to give them Meat. Likewise there is a *Pound Covert*, which is a close Place, to which the Owner cannot come to feed his Cattle, without giving Offence; such as the Distrainer's House, &c. *Terms de Ley* 483. *Kitch.* 144. There is this Difference between the Effects of a common *Pound*, an open *Pound*, and a close *Pound*, viz. Where Cattle are kept in a common *Pound*, no Notice is necessary to be given to the Owner to feed them; but when put in any other open Place, Notice must be given; and if Cattle are impounded in a close *Pound*, the Distrainer is to feed them at his Peril. 1 Co. Inst. 47. A common *Pound* is kept in every Town.

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ship, Lordship, or Village; and it is said there ought to be the like in every Parish, the Want or Defect whereof is inquirable and punishable in the Court Leet. *Dyer* 288. See *Distress*.

Pound-Breach, is where a Distress being taken and impounded, the Owner breaks the *Pound* and takes away the Distress; which if he does, whether the Cause to distrain were just or not, the Party distraining may have his Action on the Case by Statute; and also retake the Distress wherever he can find it. 1 Inst. 161. 2 W. & M. c. 5.

Pourpessure, in either Lands or Woods, is a wrongful Inclosing or Incroaching upon another Person's Property. *Kitch.* 10.

Power, according to the general Acceptation of the Word, signifies some particular Authority granted by one Person to another to represent him, or act in his Stead; and this Word is sometimes taken for a Reservation made in a Conveyance, for the Grantor or Grantee to do certain Acts; as to make a Jointure, or grant Leases, &c. 2 Lill. Abr. 339. It is held that the Difference between a naked *Power*, and such as arises from an *Interest* is, that if a Woman has only a bare *Power* by Will, &c. to sell Lands, she may sell, notwithstanding she marries; because that *Power* is not created by herself out of any *Interest*: But where it is by Reservation in a Deed of Settlement, she must execute it pursuant to the *Power*, at the Time it was first reserved. 3 Salk. 273. Where a *Power* has been decreed in Equity, though not strictly and exactly pursued, see *Chanc. Rep.* 263, 264.

Pratum Falcabile, (*Latin*) a Meadow, or Ground fit for Meadow.

Præ-fine, is the Fine which is paid upon suing out the Writ of Covenant, in levying *Fines* of Lands, &c.

Preamble, signifies to go before, or precede; as the beginning or preceding Part of an Act is termed the *Preamble*, which is as a Key to open the Minds or Intent of the Makers of the Law, and reciting the Mischiefs intended to be thereby remedied; which *Preamble* shall be deemed true, wherefore good Use may be made thereof. 1 Inst. 11.

Precontract, signifies properly a Contract made before another, but is usually applied to Marriage Contracts. 2 & 3 Ed. 6. cap. 23.

Predial Tithes, are those that are paid of Things arising and growing from the Ground only, such as Corn, Hay, Fruit or Trees, &c.

Premises, properly signifies the Land or Thing granted in a Deed.

Prender, (*French*) signifies the Power or Right

Right a Person has of taking a Thing before it is offered. 1 Rep.

Prerogative Court, is the Court wherein all Wills are proved, and Administrations granted, which belong to the Archbishop by his *Prerogative*, that is to say, where the Deceased had Goods of any considerable Value out of the Diocese wherein he died, and within the Archbishop's Province; which Value is usually 5 l. and upwards: And if any Dispute should arise between two or more in Relation to any such Will or Administration, the Cause is to be debated and decided in this Court before the Judge of the same, who is stiled *Judex Curie Prerogative Cantuariensis*, the Judge of the *Prerogative Court of Canterbury*. The Archbishop has particularly the Probate of every Bishop's Will; so where any Person dies beyond the Seas; and all Causes relating to Accounts, or Legacies bequeathed in Wills are to be tried in the *Prerogative Court*. 4 Inst. 335. 1 Vent. 233. An Appeal lies from this Court to the King, who appoints the Court of Delegates, &c. It is said the Archbishop of York has also a Court of the like Nature of that of *Canterbury*, which is called his *Exchequer*.

Prescription, is defined to be a Title acquired by Use and Time, and allowed by Law; or it is where for a Continuance of Time, *ultra memoriam hominis*, beyond the Memory of Man, a particular Person has a particular Right against another; as when a Person claims any Thing on Account that he and his Ancestors, or they whose Estate he enjoys, have Time out of Mind had or used such a Privilege, &c. 1 Inst. 114. Kitch. 104.

Presence, where a Superior Magistrate is present it sometimes takes away the Power of an Inferior. It has been held, that the *Presence* of one Feoffee, may serve for all the rest, &c. 9 Rep. 118.

Presentee, is the Clerk presented to a Benefice by the Patron. 13 Rich. 2. c. 1.

Presumption, in some Cases, though a *Presumption* is what may be doubted, yet it shall be taken for Truth, where the contrary is not proved: Where all the Witnesses to a Feoffment or other Deed are dead, the *violent Presumption* which stands for a Proof, is continual and quiet Possession. A Rent although in Arrear for twenty Years or upwards, if the Landlord gives a Receipt for the last Year's Rent due, in that Case it is in Law presumed that all the rest is paid: And in the like Manner it is, where a Defendant pleads Payment to a Bond, which Debt appears by the Bond to have been of a long Standing, and no Demand can be proved to have been made, nor Interest paid

for many Years; it shall be presumed that the Bond is paid, though the Plaintiff has it in his Custody. 1 Co. Inst. 6. 2 Lill. Abr. 354.

Pretended Right, is where a Person is in Possession of Lands, and another that is not in Possession claims and sues for them, in which Case the *pretended Right or Title* is said to be in him who claims and sues for the same. See *Mod. Caf.* 302.

Privagevel, is the Name of a Rent or Tribute paid in the Manor of *Rodley* in the County of *Gloucester*, to the Lord by certain Tenants, as an Acknowledgment for their Liberty and Privilege of Fishing in the River *Severn* for Lampreys or Lamprids. *Tayl. Gavelk.* 112.

Primogeniture, signifies Birthright, or the Title of an elder Brother, in Right of his Birth. It was antiently ordained, that the whole Inheritance of all *Knights Fees* should descend to the eldest Son, that he might the better contribute towards Maintaining the Wars against the King's Enemies; and that the Tenure in *Socage* should be divideable among the Male Children, in Order that they might increase into Families, and for the better Maintenance of Husbandry. *Leg. Alfred. Doderidge.*

Principal, has divers Significations in the Law; as an Heir-loom, the best Beast, best Bed, Table, &c. are so called, which in some Parts of *England* go to the eldest Child. This Word is applied likewise to the Original Debt, or Sum lent on Bond, Mortgage, &c. to distinguish it from Interest; as the *Principal* with Interest of a Bond, &c.

Privement enlient, denotes that a Woman is with Child by her Husband, but not quick with Child. *Wood* 662.

Privies, there are *Privies in Blood*, as the Heir to the Ancestor; *Privies in Representation*, such as an Executor to the Testator, or Administrator to the Intestate; *Privies in Estate*, as Donor and Donee, Lessor and Lessee, &c. *Privies* on Account of Contract, and also of Estate and Contract together; and *Privies in Deed*, or in Law, that is to say, where the Deed makes the Relation, or the Law implies it, in Case of Escheats to the Lord, &c. 4 Rep. 123. *Latch* 260. Where a Lessor grants his Reversion, the Grantee and Lessee are *Privies* in Estate; and the *Privies* in Contract extend only to the Person of the Lessor and Lessee; so that if the Lessee assigns all his Interest, in such Case the Lessor and he remain *privy* in Contract, but not in Estate, for that is removed by the Assignment. 3 Co. Rep. 23. The *Privies* in Estate and also Contract, are where the Lessee does assign the

the Interest he has, but the Contract between Lessor and Lessee continues, the Lessor not having accepted of the Assignee. 3 Lev. 295. Only Parties and Privies, shall take Advantage of Conditions of Entry on Lands, &c.

Probate of Testaments, signifies the Exhibiting and Proving of last Wills and Testaments before the Ecclesiastical Judge, delegated by the Bishop, who is Ordinary of the Place where the Party dies: And if all the Goods and Chattels of the Deceased, as well as Debts owing to him were in the same Diocese, then the Bishop there is intitled to the *Probate of the Testament*; but if such Personal Estate or Effects were dispersed in several Dioceſes, so that any Part thereof were out of the Diocese where the Party lived, and so as to make what termed *Bona Notabilia*, in that Case the Archbishop of Canterbury or York becomes Ordinary to make the *Probate* by his Prerogative. This *Probate* is usually made in the Spiritual Court, and is done by granting Letters Testamentary to an Executor under the Seal of the Court or Ordinary, whereby the Executor is enabled to bring any Action, &c. It may be also made two Ways, either in common Form, or *per Testes*: The *Proof in common Form* is only by the Oath of the Executor, or Party that exhibits the Will, who swears upon his Belief that the Will by him exhibited is the Last Will and Testament of the Deceased. The *proof per Testes* is, when besides his own Oath, he produces Witnesses, and by their Proof confirms the same, and that in the Presence of such Persons as may claim or pretend any Interest in the Deceased's Goods, or at least in their Absence, after they have been duly summoned to see the Will proved, if they think fit; which latter Course is generally followed, where there is Fear of Contention about the Effects of the Deceased; and some hold that a Will proved in common Form only, may be called in Question any Time within thirty Years after. 2 Nels. Abr. 1301. 2 Lill. 375. As an Executor of a Will is made by the Act of the Party deceased, therefore the Law gives him a Right to prove the Will; and the *Probate* for that Reason cannot be revoked or altered: Yet it may be suspended by an Appeal, &c. But in the Case of Administration granted to a Person, that is the Act of the Court, and if he afterwards become a Bankrupt, &c. the Administration may be repealed. 1 Roll. 226. 1 Salk. 36. By Statute, the Fees are ordained for *Probate* of Wills to be taken by the Register, &c. who taking more are liable to a Forfeiture of 10*l.* to be divided between the King and the Person grieved.

21 Hen. 8. c. 5. See *Executor*. See also *Will*.

Prochein Amy, signifies in our Law the Person that is the next Friend, or next of Kin to a Child in his Nonage, and on that Account is by Law allowed to act for the Infant in the Management of his Affairs; as where he holds any Lands in *Socage*, to be his Guardian, or for the Redress of any Wrong done to him. 2 Inst. 261.

Prochein Avoidance, is used for an Authority to present a Minister to a Church, when the same shall next become vacant.

Proclamation of Courts, is what is particularly used at the Beginning or Calling of a Court, and likewise on the Discharge or adjourning of it; both for the Attendance of Persons, and Dispatch of Business there. Before a Parliament is dissolved, Proclamation shall be made, that if any Person has any Petition, he shall come in and be heard: And in *Courts Baron*, there is Proclamation made for Persons to come in and claim Copyholds that are vacant, whereof any Tenants died seised since the last Court; after which is done, the Lord may seise the Copyhold, if the Heir does not come in to be admitted, &c. 1 Lev. 63. 2 Lill. 381.

Proclamation of a Fine, signifies a Proclamation that is made in the Court of *Common Pleas*, when a Fine of Land, &c. is passed; Transcripts whereof are also sent to the Justices of *Assize*, and Justices of the Peace of the County where the Lands lie, to be openly proclaimed there. 1 R. 3. c. 7.

Proctor, signifies a Person that undertakes to manage another Person's Cause in any Court of the Civil or Ecclesiastical Law, for his Fee.

Procuratorum, was the Instrument or Writing whereby any Person or Community did delegate their Proctors, to represent them in a Judicial Court or Cause. Cowel.

Profert in Curia, is where the Plaintiff in a Cause declares upon some Deed, or the Defendant pleads one; in either Case, he must do it with a *Profert in Curia*, in order that the other Party may at his own Charge have a Copy thereof, until which Time he is not obliged to answer it. 2 Lill. 382.

Profits, are all the Produce of Lands, either in Corn, Grass, or Fruit; and also the Rent and Revenue thereof. In Case there be a Devise of the *Profits* of Land, it is said to pass the very Land itself, unless there are other Words to shew the Testator's Intent. Dyer 210.

Prohibitio de vasto directa Partis, is a judicial Writ directed to the Tenant, prohibiting him from committing Waste upon Lands in Controversy, during the Continuance of the Suit: Also a Writ of this Kind lies against such as cut down any Trees on the

the Glebe Land of a Spiritual Living, &c. *Reg. Judic. 21. 3 Nelf. Abr. 5.*

Pro indiviso, in *English* for undivided, is taken for a Possession of Lands, &c. belonging to two or more, whereof none of them know their several Portion; as Parceners before the Partition. *Bract. lib. 5. See Parceners.*

Proles, signifies *Progeny*, and are properly the Issue that proceed from a lawful Marriage; though largely taken, this Word may denote the Issue of an unlawful Bed.

Promise, is where upon any valuable Consideration one binds himself by Word of Mouth to another to perform a Thing agreed on. It is held upon such a *Promise* Action will lie for Breach; which it will not do, if the *Promise* be without Consideration, that being a naked Bargain, from whence no Action can arise: Here a *Promise* against a *Promise*, made at one and the same Time, is sufficient Grounds for an Action. *Cro. Eliz. 543.*

Proof, signifies the making out of any Thing, or a Fact appear by Witnesses. And Proof is twofold, viz. *Viva voce*, by living Witnesses; and *Probatio mortua*, a dead Proof, such as that of Records, Deeds, or other Writings. *Bract.*

Pro partibus liberandis, is a Writ mentioned in the Register for the Partition of Lands between Co-heirs. *Reg. Orig. 316.*

Property, is defined to be the highest Right a Person has, or can have to any Thing; it being used to denote that Right which one has to Lands or Tenements, Goods or Chattels, in no Respect depending upon another's Curtesy. At this Day *Property* in Lands, &c. is acquired either by Entry, Discent, by Law, or Conveyance; and in Goods and Chattels, *Property* may be gained divers Ways, though generally it is by *Deed of Gift*, or Bargain and Sale. *2 Lill. 400.*

Property in Highways, it has been held that he that has the Land which lies on both Sides of a *Highway*, has the *Property* of the Soil of the *Highway* in himself, notwithstanding the King has the Privilege for his People to pass through it at their Pleasures; for the Law presumes that the Way at first was taken out of the Ground of the Person that owns the Lands lying on each Side; and divers Lords of Manors lay Claim to the same as their Waste. *2 Lill. Abr. 400.*

Proprietary, was formerly understood to be him that had the Profits of a Benefice to himself, and his Heirs or Successors. *Mon. Angl. Tom. 3.*

Pro rata, is the same with in Proportion, where Jointenants, &c. are rated to pay so much for their Estates. *16 Car. 2.*

Prothonotary, is a Chief Officer of the

Common Pleas, or *King's Bench*, the first of which has three of these Officers, and the other only one. They enter Recognisances acknowledged, and all Common Recoveries; and 'tis they who make Exemplifications of Records, &c.

Provision, in our old Law, signifies the *Providing* of a Bishop, or any other Ecclesiastical Person with a Living by the Pope before the Incumbent is dead; and to prevent which Abuse in this Kingdom divers antient Laws have been made. *25 Ed. 3. 37 & 38 E. 3. 7 Rich. 2.*

Proviso, is generally taken for a Condition inserted in a Deed, on the Performance of which the Validity of the whole Deed depends; yet sometimes it is only a bare Covenant, according to the Subject-Matter thereof. *2 Rep. 70.* A *Proviso* usually follows the *Habendum* in a Deed; though the Law has not appointed any proper Place for the same, and therefore when it does not rely on any other Sentence, but stands originally by itself, and is created by the Words of the Grantor, &c. if it be restrictive or compulsory, to enforce the Grantee to do some certain Act; in such Case the Word *Proviso* makes a Condition, although it be mixed with other Covenants in the same Deed. *2 Lill. Abr. 399.*

Puberty, signifies the ripe Age of Fourteen in Men, and Twelve in Women, at which Time they are deemed fit for Marriage.

Publication of a Will, is a certain Solemnity requisite to the making of the same, viz. That the Testator, in the Presence of three Witnesses, doth declare it to be his last Will and Testament: And in Respect to which, 'tis observed that though a Will has been made some Years, on a *fresh Publication* with Additions thereto, it will be equivalent to a new Will. *3 Nelf. Abr. 27.*

Pucelage, is used for Virginity, in *Bracton, lib. 3.*

Puisne, denotes younger, or born after. *French.*

Pur auter vie, is where Lands or Tenements are held for another's Life. *Term de Ley.*

Purchase, signifies the Buying or Acquiring of Lands, &c. with Money, by Deed or Agreement; and not by Descent or Right of Inheritance. *Theo. of Conv. 39, &c.*

Purchasers of Lands, these at their Peril are to take Notice of all Estates and Charges thereon, for the Law presumes that no Person will *purchase* any Lands without Advice of Counsel. *2 Lill. 403.* There are however certain Statutes to guard against fraudulent Incumbrances; as the *27 Eliz. c. 4.* ordains, that Conveyances of Land made to defraud a *Purchaser* shall be void, &c. The Court of Chancery

Chancery will relieve the *Purchaser* of a Term, against a Title that lay dormant, where Money has been laid out on Improvements. 2 *Lev.* 152.

Purificatio beatæ Mariæ Virginis, is one of the Returns for Writs in *Hilary* Term, and which is on the second Day of *February*, generally called *Candlemas-Day*. 32 *Hen.* 8. c. 21.

Purlicu, signifies all that Ground near any *Forest*, which being made *Forest* by King *Henry* the Second, *Richard* the First, and King *John*, was afterwards, by *Perambulations* and Grants of *Henry* the Third, severed again from the same, and became *Purlicu*, that is to say, pure and free from the Laws of the *Forest*. *Manwood*, c. 10. The Owners of Grounds within *Purlicus*, may convert Pasture into Arable, &c. as also inclose them with any Kind of Inclosures, or erect Edifices thereon; and may dispose of the same as if they had never belonged to the *Forest*: The wild Beasts, 'tis said, do likewise pertain to the *Purlicu-men ratione soli*, so long as they continue in their Grounds, on which Account they may kill them: Though it is permitted, that the Ranger, where Deer of the *Forest* range into the *Purlicu*, shall with his Hounds re-chase such Deer back again. 4 *Inst.* 303, 304. See 1 *Jones* 278.

Purlicu-man, is a Person who has Ground within the *Purlicu*, and is able to expend forty Shillings by the Year of Freehold, such Person being licensed to hunt in his own *Purlicu*, provided he observes what is required. *Manw.* 151, 157.

Purparty, (from the *French*) is taken for that Share of an Estate that was first held in Common by *Parceners*, which afterwards on a Partition is allotted to any of them. *Old Nat. Brev.* 11.

Purpresture, signifies to take from another, and appropriate to one's self: And in a general Sense it is taken for any such Wrong done by one Person to another. *Glanvil*, lib. 9. 1 *Inst.* 272.

Purpissum, is taken to signify a Close or Inclosure, likewise the whole Compass of a Manor. *Mon. Angl. Tom.* 2.

Putagium or **Putage**, signifies in our ancient Law a Female's committing of Fornication, which was a Crime formerly so odious, that if a Female Heir under Guardianship were guilty of it, she forfeited her Part as *Parcener* to the other Co-heirs; and if she were a sole Heiress, she was to forfeit her Lands, &c. to the Lord of the Fee as an Escheat. *Glanvil*, lib. 7.

Putative, is the same with reputed, or generally esteemed, but not unquestionable; as the putative Father of a Child, that is, the reputed Father of one.

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Putura, signifies a certain Custom claimed by Keepers in *Forests*, and sometimes by the Bailiffs of *Hundreds*, to take Man's Meat, Horse Meat, and Dog's Meat, of the Tenants and Inhabitants gratis, within the *Perambulation* of the *Forest*, or Liberty of the *Hundred*; the Land subject to which Custom is called *Terra Putura*. 4 *Inst.* 307.

Q

Quadrata, signifies a Square, or Quarter, &c. *Litt.*

Quadrantata Terræ, signifies the fourth Part of an Acre of Land.

Quadrugata Terræ, or a *Teamland*, is so much Ground as can be tilled with four Horses. *Cowel.*

Quæstus, in the Law signifies what a Person has by Purchase, as *Hereditas* denotes that which a Person has by Descent, or Hereditary Right. *Glanvil*, lib. 7.

Quæria, (*Latin*) a Stone Quarry.

Quarentine, has three different Significations in our Law. First, It is taken for a Benefit allowed to the Widow of a Person dying seised of Lands, &c. whereby she may challenge to continue in his Capital Messuage or Chief Mansion-House, (the same not being a Castle) for the Space of forty Days after her Husband's Decease, in order to have her Dower assigned: And if the Heir or any other Person eject her, she may have the Writ *De Quarentina habenda*. *Bract.* lib. 2. *Fitz. Nat. Br.* 167. *Leg. Hen.* 1. c. 16. 9 *Ann.* c. 2. 7 *Geo.* 1. and 1 *Geo.* 2. &c.

Queen-Gold, is a Royal Revenue that belongs to the Queen of *England*, during her Marriage to the King; and it is payable by divers Persons both in *England* and *Ireland*, upon several Grants of the King, by Way of Fine or Oblation, it being one full tenth Part above the intire Fines on Pardons, Contracts or Agreements, which becomes a Real Debt to the Queen, under the Name of *Aurum Regine*, on the Party's bare Agreement with the King for his Fine, and recording it. 12 *Rep.* 21.

Questus, (*Latin*) is Land that is gained by our own Labour and Industry. *MSS.*

Quid pro quo, in a literal Sense, signifies what for what; and in Law it is the mutual Consideration and reciprocal Performance of both Parties to a Contract; as the giving of one Thing of Value for another of the like: And whatever Contract is contrary thereto, the Law terms it *Nudum Pactum*. *Kitch.* 184.

Quietare, is a Word frequently to be met with in old Deeds and Conveyances, signifying to acquit, release or discharge.

Quiete clamare, signifies to quit-claim

all Pretensions of Right and Title. *Bract. lib. 5.*

Quietus Redditus, a certain annual Rent. See *Quit-rent*.

Quintine, is sometimes used to denote the fifteenth Day after a Feast. *13 Ed. 1.*

Quit-Claim, in our Law signifies a *Quitting* of Claim or Title to Lands, &c.

Quit-Rent, is a small Rent that is payable by the Tenants of most Manors, where by the Tenant goes quit and free from all other Services; and it is said to be an Acknowledgment in Token of Subjection to the Lord. Antiently, this Payment was termed *White-Rent*, on Account that it was paid in Silver Money, and to distinguish the same from Rent-Corn. *2 Inst. 19.*

Quota, signifies a Tax to be levied in an equal Manner. *Chart. R. 2.*

R.

RACE, signifies a Man's Stock or Lineage. *Law Lat. Dict.*

Rack-Rent, signifies the full yearly Value of Land let on Lease, and is payable by Tenant for Life or Years, &c. *Wood's Inst. 185.*

Raglozia, (*Latin*) Stewardship.

Rama, (*Latin*) an Oar.

Ranger, is a Sworn Officer of the Forest, appointed by Patent to inquire as well of Trespasses, as Trespassers within his Jurisdiction; and to drive the Beasts of the Forests, &c. *Manwood 50.*

Rape, has two different Significations: The first is when it is taken for a Part of a County; as *Sussex* is divided into six Parts, called *Rapes*. Camden. In another Sense, and which is the most general, it is taken for the violent Deflowering a Woman against her Will, whether she be young or old, which Offence by our Law is Felony without Benefit of Clergy. *1 Co. Inst. 190.*

Rape of the Forest, signifies a violent Trespass committed in the Forest. *Leg. Hen. 1.*

Rate-Tithe, this is where Sheep or other Cattle are kept in a Parish for less Time than a Year, the Owner must pay Tithe for them to the Parson *pro rata*, according to the Custom of the Place. *Fitz. Nat. Brev. 51.*

Rationabilis Parte Bonorum, is a Writ which lies for the Widow against the Executors of her deceased Husband, who deny to give her the third Part of his Goods, after the Debts and Funeral Charges are discharged. *Fitz. Nat. Br. 222.*

Ravishment, (from the *French*) signifies an unlawful taking away either of a Woman, or an Heir that is in Ward; it is likewise used in the same Sense with *Rape*.

Ravisher, is one that by Violence deflowers a Woman. See *Rape*.

Razure, signifies the Altering of a Deed without the Privy of the Party bound by it, which, if the same be in a material Part, will make the Deed void: And where it is razed in the Date, after the Delivery thereof, 'tis held that it goes through the whole. *5 Rep. 119.*

Reafforested, is where a Forest which had been *disafforested*, is made Forest again. *20 Car. 2. c. 3.*

Reapilver, is said to be Money antiently paid by Tenants for Exemption from the Duty of reaping the Lord's Corn. *Cowel.*

Reasonable Aid, was a Duty that the Lord of the Fee claimed of his Tenants holding by Knight's Service, to marry his Daughter, or make his Son a Knight. See *12 Car. 2. c. 24.*

Reasonable Estover in the Woods, viz. Houseboot, Hedgboot and Plowboot.

Rebinare, signifies to stir or plough Ground a second Time which lies fallow, that it may be prepared for sowing Wheat, &c. *Fleta, lib. 2.*

Receptor Generalis Curiae Ducatus Lancastriae, (*Latin*) Receiver General of the Duchy of *Lancaster*; one that gathers in all the Revenues and Fines of the Lands of the said Duchy, and of all Forfeitures and Assessments. *MSS.*

Recital, signifies a Rehearsal or making Mention in a Deed, of something that hath been done before. As a *Recital* is no direct Affirmation, 'tis therefore not conclusive; for if it were, Persons then might, by feigning *Recitals* in a true Deed, make what Titles they pleased; and false *Recitals* are not punishable. *1 Inst. 352.* 'Tis nevertheless held, that though a *Recital* be in itself nothing; on its being joined and considered with the rest of the Deed or Writing, the same is material: And in Case it be only *Recital*, that before an Indenture entered into, the Parties were agreed to perform a certain Thing, this 'tis said is a Covenant, and the very Deed confirms it. *1 Leon. 112. 3 Keb. 466.* Where one Lease is *recited* in another, it does not amount to a Proof that there was such a Lease: But the *Recital* of a Lease for a Year, in a Deed of Release, is of late adjudged to be good Evidence of the Lease, against the Rellessor, and those who claim under him. *Mod. Caf. 44. See Jenk. Cent. 255.*

Record, (from the *Latin*) signifies an authentick Testimony in Writing, contained in Rolls of Parchment, and preserved in our Courts of *Record*, wherein are inrolled Pleas of Land, or Common Pleas, and Criminal Proceedings: Though in Courts not of *Record*, such as the Admiralty, Courts Christian, Courts Baron, &c. their Registries of Proceedings are not properly termed *Records*; and

and a Deed, or a Decree in Chancery, though inrolled, are only Things recorded. Briton, c. 7.

Recovery, (from the *French*) in a legal Sense, is divided into a *true Recovery*, and a *feigned one*: A *true Recovery* is an actual recovering of any Thing, or the Value thereof, by Judgment and Trial at Law; as where a Person is sued for Land or other Thing, Real or Personal, and obtains a Verdict or Judgment in his Favour. A *feigned Recovery*, being that chiefly intended here, is a formal Act by Consent, made use of for the better Assurance of Lands, Tenements, &c. And the End and Effect of this *Recovery*, is to dock and destroy Estates-Tail, Remainders and Reversions, and to bar the former Owners thereof. 1 *Co. Inst.* 154. This is also called a *common Recovery*, since it is by Custom become a common Conveyance of Lands, and is much favoured by the Law, because many of the Inheritances of the Kingdom depend upon such Kinds of Assurances. 5 *Rep.* 40.

Recoupe, (from the *French*) signifies to keep back or stop something; and in our Law it is used for to *defalk* or *discount*; as if a Person has ten Pounds Rent issuing out of Lands, &c. and he disseises the Tenant of the Land, in an Assise brought by the Disseisee, if he recover the Lands, the Disseisor shall *recoupe* the Rent in the Damages. *Terms de Ley.* Dyer 2.

Reditudines, has been sometimes applied to Rights and legal Dues, or certain Payments made. *Leg. Hen.* 1. c. 6.

Rectory, is taken for an intire Parish-Church, with all its Rights, Glebes, and other Profits. The Word *Rectoria* has often likewise signified the *Rector's* Mansion, or Parsonage House. *Paroch. Antiq.* 549.

Red Book of the Exchequer, is an ancient Record or Manuscript Volume of divers Miscellany Treatises in the Keeping of the *King's Remembrancer* in his Office in the *Exchequer*. This Book contains some Things (as the Number of Hides of Land in many of our Counties, &c.) relating to the Times before the Conquest; and therein are recorded several other Matters of *Antiquity*.

Reddendum, in our Law is used substantively for the Clause in a Lease, whereby the Rent is reserved to the Lessor: The proper Place for it is next after the Limitation of Estate; and antiently Corn, Flesh and other Victuals were reserved on Leases. 2 *Rep.* 72. It has been held, that where Special Days are limited in the *Reddendum*, for Payment of Rent, it shall be paid those Days, and not be computed from the *Habendum*, where the Commencement of the Lease differs therefrom, &c. 1 *Salk.* 141. See *Reservation*.

Redditarium, was antiently taken for a Rental of a Manor, or other Estate.

Redditarius, was also used for a Renter or Tenant. *Cowel.*

Reddition, signifies a Surrendring or Restoring; and being likewise a judicial Confession that the Land or Thing in Demand belongs to the Demandant, or at least not to the Person so surrendring. 34 & 35 *H. 8. c.* 24.

Redemise, signifies the Granting back of Lands demised or leased.

Redisseisin, signifies a *Disseisin* made by one, who once before was found and adjudged to have disseised the same Person of his Lands or Tenements; in which Case there lies a special Writ, called a Writ of *Redisseisin*. *Old Nat. Brev.* 106.

Re-entry, (from the *French*) signifies a taking again of a Possession before had; as where a Person makes a Lease of Lands to another, the Lessor thereby quits the Possession; and if the Lessee covenants, that upon Non-payment of the Rent reserved, the Lessor may lawfully *re-enter*; this is as much as if it were conditioned for the Lessor to take the Land again into his Hands, and to recover the Possession by his own Act, without the Assistance of the Law. *Wood's Inst.* 140. Likewise if a Lease for Years be made, with Condition, that if the Lessee assign his Term, the Lessor may *re-enter*; and the Lessee in Breach of the Condition assigns, unknown to the Lessor, who accepts of Rent from the Assignee, without Notice of the Assignment, in that Case it is held the Lessor may *re-enter*, notwithstanding his Acceptance of the Rent. *Cro. Eliz.* 553. A Person may make a Feoffment, with Condition of *Re-entry* on Payment of a certain Sum, &c. *Litt.* 322. See 1 *Co. Inst.* 201.

Re-extent, is a second *Extent* upon Lands or Tenements, Complaint being made that the former was partially executed. *Bro.* 313.

Refusal, is said to be where a Person has by Law a Right and Power of having or doing something of Advantage to himself, and he *refuseth* it: As an Executor may *refuse* an Executorship, and if he be summoned to accept or refuse the same, and he do not appear and prove the Will, the Court may in that Case grant Administration, which shall be good in Law until such Time as the Executor has proved the Will; though no Person can be compelled to take upon him the Executorship, unless he has intermeddled with the Testator's Estate. *Cro. Eliz.* 858. 1 *Leon.* 154. Where a Person has once *refused*, he may not afterwards accept the Executorship; but it is otherwise where two Executors are appointed, and there is a *Refusal* by one, in Case the Will be proved by the other, &c. 2 *Nelf. Abr.* 63.

Refutantia,

Refutantia, as used in our Histories, signifies an *Acquittance*, or Renouncing of all future Claim. *Tborn.*

Regardant, in our old Books was applied to a *Villein*, that had the Charge to do all base Services within the Manor, and to fee that the same was free from Annoyances. *1 Inst. 120.*

Relation, is where, in Consideration of Law, two Times or other Things, are considered as if they were one and the same; and by this the Thing subsequent is said to take its Effect by *Relation* from the Time preceding: As if one delivers a Writing to another, to be delivered to a third Person, as the Deed of him that made it, when the Person to whom it was designed to be so delivered has paid a certain Sum of Money; in which Case, when the Money is paid, and the Writing delivered, this shall be taken as the Deed of the Person that delivered it, at the very Time it was first delivered, to which it has *Relation*. *Terms de Ley 515.* In Case of a Deed of Bargain and Sale inrolled, the Inrolment shall have *Relation* to the Delivery thereof, so as to protect the Land from all Incumbrances that may be made by the Bargainor or others, after the making of the Deed, and before its Inrolment. *1 Co. Inst. 310. 4 Rep. 70.*

Release, (from the *Latin*) is an Instrument in Writing, whereby Estates, Rights, Titles, Entries, Actions, and other Things are extinguished or discharged; and sometimes transferred, abridged or enlarged: But in general it signifies the giving up and discharging of the Right or Action that a Person has or claims against another, or his Lands, &c. And it is usually made by these Words, *viz. Hath Remised, Released and Quit-claimed, &c.* The Person releasing is termed the *Releasor*, and he to whom the *Release* is made, is called the *Releasee*. *1 Inst. 264. Litt. 445. Theo. of Conv. 754.*

Relief, is defined to be a certain Sum of Money, that every Freehold Tenant, being of Age, formerly paid, and sometimes now pays to the Lord at the Death of his Ancestor, on his Entrance upon the Inheritance of his Ancestor's Lands, &c. by the Payment of which Money the Heir is said to *relieve*, and as it were raise up again the Lands, after they were fallen down into his Superior's Hands. *1 Co. Inst. 76.* A Person may hold Lands of another, as of such a Manor, by Rent and a customary *Relief*, which is payable only by Freeholders; and for which the Lord may distrain, but cannot bring an Action of Debt; though his Executors shall do it. *3 Bullst. 323. 1 Inst. 83.* These *Reliefs* are in some Places Half a Year or a Year's Rent and Profits of the Lands, and in others double the same for that Year:

On the Alienation of a Freehold, 'tis said a *Relief* may be also paid according to the Custom of the Place. *Coke's Compleat Cop. 25. 3 Rep. 60. 3 Lev. 145.*

Religious Men, are taken for such as enter into some Convent or Monastery, there to live devoutly and religiously; and in ancient Conveyances of Lands, the Purchasers were frequently restrained by Covenant from giving them to such Persons. *Cowel.*

Remainder, is in the Law an Estate that is limited in Lands, &c. to be enjoyed after the Expiration of another particular Estate; and is generally where a Person grants Lands or Tenements to another for a Term of Years, or his Life, the *Remainder* to a third Person for Life, or in Fee. *1 Inst. 49.*

Remitter, (from the *Latin*) signifies to restore or send back; as where a Person has two Titles to Lands, &c. and he comes to such Lands by the last Title, which proving defective, he shall be restored to and adjudged in by Virtue of his former Title. *Litt. 659. Dyer 68.*

Render, (from the *French*) signifies to yield, or return a Thing; and it is frequently made Use of in the levying of a Fine, which is either single, on which nothing is given or *rendered* back by the Cognisee; or double, containing a Grant and *Render* back again of Rent, &c. out of the Land to the Cognisor. *West's Symb.* In another Sense of this Word, the same Author observes, that there are some Things in a Manor which lie in *Prender*, that is to say, which may be taken by the Lord or his Officer, when they happen, without any Offer made by the Tenant, such as *Escheats, &c.* And there are some that lie in *Render*, *viz.* such as must be *rendered* or answered by the Tenant, as Rents, Heriots, and other Services. *West's Symb. Par. 2.*

Renobant, which denotes to renew or make again, is applied to Things titheable, &c. *2 Cro. 430.*

Rent, is a certain Sum of Money or other Thing yearly payable out of Lands, &c. *Rents* as usually distinguished, are of three Kinds, *viz. Rent-Service, Rent-Charge, and Rent-Seck: Rent-Service*, is where a Person holds Land of his Lord by Fealty and certain *Rent*, whilst the Reversion of the Lands continues in the Grantor; and if this *Rent* be behind, the Landlord may distrain for it without any Covenant, &c. *1 Co. Lit. 213, 217, 233.*

Rental, signifies a Roll in which the *Rents* of *Manors* are set down, in order for the Lord's Bailiff thereby to collect the same; and it contains the Lands let to each Tenant, with their Names, and the several *Rents* arising. *Compl. Court-Keep. 475.*

Rents of Assise, were certain *Rents* paid by antient Tenants, in a set Quantity of Money or Provisions, and so called, by Reason they were *assised*, and different from other *Rents*, that were variable and uncertain, as the Corn *Rent* at present reserved on College Leases. 2 *Inst.* 19.

Rents resolute, are reckoned among the Fee-Farm *Rents* to be sold by the Statute 22 *Car.* 2. c. 6. and were *Rents* antiently payable to the Crown, from the Lands of Abbies, and Religious Houses; and after the Dissolution, notwithstanding the Lands were demised to others, yet the *Rents* were still reserved to the Crown. *Cowel.*

Reparations, in Respect to these, if a Tenant or Lessee covenants that *from and after* the Amendment of the Tenements by the Lessor, he will at his own Charge keep and leave them in Repair; in that Case the Lessee is not obliged to do the same, until the Lessor has first made good the *Reparations*; and here if a House be well repaired at first, when the the Lease began, and afterwards decays, it is said the Landlord must put it in Repair, before the Tenant is bound to keep it so. 2 *Cro.* 645.

Replevy, is where a Tenant's Goods being taken by Distress for Rent, he *replevies* them, or brings his *Replevin* in five Days, in order to have the same restored; without doing which, at the five Day's End they are to be appraised and sold, by 2 *W. & M.* c. 5. 11 *Geo.* 2. c. 19.

Reposition of the Forest, was an Act of Parliament, whereby certain Forest-Grounds being made *Purlicu* upon View, were by a second View laid to the *Forest* again. *Manwood's Forest Laws*, Par. 1.

Representation, signifies the Personating of another; as Executors are said to *represent* the Person of the Testator: And there is an Heir by *Representation*, on a Father's dying in the Life of the Grandfather, leaving a Son, &c. 1 *Inst.* 209.

Reprises, is usually taken for Deductions or Payments that are made out of a Manor or Lands; as Rent-Charges, Pensions, Annuities, &c. on which Account it is, that when we speak of the clear yearly Value of a Manor or Estate in Land, &c. we say it is of so much *per Annum*, *ultra Reprises*, besides *Reprises*.

Repugnant, denotes something contrary to what is said before; as *Repugnancy* in Deeds, Indictments, Verdicts, &c. which renders the same void; yet it is held, that the former Part of a Deed shall stand, although the latter Part is *repugnant* to it. *Jenk. Cent.* 256.

Receipt of Homage, signifies the Lord's receiving Homage of his Tenant, on

his being admitted to the Land. *Kitch.* 148.

Reservation, denotes a Keeping to one's self; as where a Person lets his Lands, &c. but *reserves* or *provides* for himself a Rent thereout; and sometimes this Word is taken for a Saving or Exception. 1 *Inst.* 143. *Reservation* of Rent must be properly out of a House or Lands; and is to be made to him from whom the Land passes, and not to a Stranger; though it may be reserved to be paid every two, three or more Years, as well as Yearly, Half-Yearly, &c. 8 *Rep.* 71. *Roll.* 80. 2 *Vent.* 272. See *Reddendum*.

Resiant-Rolls, are the Lists of Rolls containing the Names of all the *Resiants* of a Tithing, &c. whom the Steward calls over on the holding of any Court Leet. *Comp. Court. Keep.*

Residens, signifies a Tenant that is bound to *reside* on his Lord's Land, and not to depart from thence. *Leg. H.* 1.

Residuary Legatee, is the Person to whom the Residue or remaining Part of an Estate is given and devised by Will; which *Legatee* being made Executor with others, shall hold against the rest. In Case a *Residuary Legatee* die before the Will is proved, his Executor may have Administration, &c. And if there be two *Residuary Legatees*, and one dies intestate, in that Case his Administrator shall have a Moiety of the Surplus of the Testator's Personal Estate, contrary to joint Executors, who are not intitled to Moieties; for this Reason, *viz.* that by making them *Residuary Legatees*, it is to be presumed the Testator intended an equal Share to both of them. 6 *Hen.* 7. c. 1. 1 *Chanc. Rep.* 238. See *Executor*.

Resumption, is particularly applied to the Taking again into the King's Hands such Lands, &c. as before, upon false Suggestion, he had granted by Letters Patent to any Person. *Brooke* 298. It has been held, that the King cannot grant a Prerogative Power so, but that he may resume it; though it is here said to be otherwise in the Case of a Grant of an Interest. *Skin.* 236.

Retenementum, has been defined to be a Detaining, or With-holding; and it was the usual Phrase in antient Conveyances of Lands, to hold the same, *sine ullo Retenemento*. *Cowel.*

Reversion, signifies a Returning again, and has two Significations in our Law; the one of which is an Estate left, which continues during a particular Estate in Being; and the other is the Returning of the Land after the particular Estate is ended: 'Tis further said to be an Interest in the Lands, when the Possession of it falls; or where the Estate which was for a Time parted with,

returns again to the Grantors, &c. or their Heirs, from whence derived. *Plowd.* 160. But according to the usual Definition of a *Reversion*, it is the Residue of an Estate left in the Grantor, after a particular Estate granted away ceases, continuing in the Grantor of such particular Estate; and where the particular Estate is derived out of his Estate: As in a Gift in Tail, the *Reversion* of the Fee-simple is in the Donor; and in Lease for Life, or Years, the *Reversion* is in the Lessor. *1 Inst.* 142.

Revocation, (from the *Latin*) signifies the Recalling of a Thing granted, or the Annulling and making void of some Deed that had Existence until the Act of *Revocation* thereof took Place: And a *Revocation* may be either *General*, as of all Acts and Things before done; or *Special*, where 'tis only to *revoke* such a particular Thing; in which Cases when the Deed or Thing is *revoked*, it makes the same as if it never had been. *Perk. Sect.* 105.

Rider-Roll, is taken for a Schedule or small Piece of Parchment, usually added to some Part of a *Roll* or Record.

Risetum, (*Latin*) a Coppice, Thicket, Spinny, a Place of Brushes and Thorns. *MSS.*

Right, in general is taken to include not only a *Right* for which the Writ of *Right* lies; but also any Title or Claim, either by Virtue of a Condition, or Mortgage, &c. for which no Action is given by Law, but an Entry only. *1 Inst.* 265. There is a *Right of Entry*, and of *Action*, where a Person is put out of his Lands; as also of *Property* and *Possession* when one is disseised, &c. for in this last, if a Person be disseised of Lands, the Disseisee has the *Right of Property*, and the Disseisor a *Right of Possession*; and if such Disseisee relate to the Disseisor, he has in that Case the *Right* of Property and Possession both in him. Likewise there is a *present*, as well as a *future Right*; *Jus in Re*, which is grantable to a Stranger; and a *Jus ad Rem*, called naked Right, where an Estate is turned to a *Right* on a Discontinuance, &c. *1 Co. Inst.* 345. *Right* ever extends to an Estate *in esse* in Conveyances; so that if Tenant in Fee-simple makes a Lease and Release to another Person of all his *Right* in the Lands, the whole Estate in Fee does pass. *Wood* 116. It is said a *Right* may sometimes sleep, but never dies; and that trod down it may be, yet not trodden out; though it is held a Possession, exceeding the Memory of Man, will create a *Right*. *1 Inst.* 279, 478. *Litt. Sect.* 158. See *Refo*, see also *Possession*.

Riveare, signifies to have the Liberty of Fishing or Fowling in a River. *Pat. 2. Ed. 1.*

Rod, which is otherwise called a *Perch*, is a Measure of sixteen Foot and a Half long.

Rood of Land, signifies the fourth Part of an Acre. *5 Eliz. c. 5.*

Rosland, is Heathy Land, or Ground full of Ling; and it is also taken for watry or moorish Land. *1 Inst.* 5.

Ruptura, is a Word used in antient Charters, that denotes arable Land, or Ground broke up.

Ruscaria, signifies a Place where Broom grows. *1 Co. Inst.*

Rustici, were the Clowns, Churls, or inferior Country Tenants, that held Cottages and Lands by the Service of Ploughing, and other the like Labours for the Lord; and the Land held by this Tenure was distinguished by the Name of *Terra rusticorum*. *Paroch. Antiq.* 136.

S.

Sabulonarium, (*Latin*) A Gravel Pit, or Liberty to dig Gravel, &c. within such a Precinct.

Sac, is said to be an antient Privilege that a Lord of a Manor claims of holding Plea in his Court, in Causes of Trespals which arise among his Tenants, and of imposing Fines and Amercements concerning the same; and by some Writers it is taken for the Forfeiture itself. *Rastal.*

Sack of Wool, signifies a certain Quantity of *Wool*, containing twenty-six Stone, and every Stone fourteen Pounds. *14 Ed. 3.*

Safe-Pledge, is used for a Security given for a Person's Appearance on a Day assigned. *Bract. lib. 4.*

Sale, in general signifies the Transferring of the Property of Goods from one to another, upon some valuable Consideration: As where in a Bargain one agrees to give the other 5 *l.* for such Goods; and thereupon gives the Seller *Earnest*, which he accepts, this is a perfect *Sale*, and shall bind both Buyer and Seller. A Person may at any Time sell his Goods or Chattels, even though he fears and knows of an Execution against him for Debt; unless there be a private Trust between the Parties, and the Writ of Execution is delivered to the Sheriff, &c. And it is held that upon the Sale of a Horse or other Beast, it may not only be detained till the same is paid for; but if such Horse, &c. happens to die, after sold, and before Delivery, the Seller may have an Action for the Money agreed, the Property being in the Buyer. *Noy's Max.* 87. *Hob.* 41.

Salicetum, signifies the Soil in which Willows grow, or an Osier-bed. *1 Inst.* 4.

Salina, has been sometimes used for *Salma*, a Pound Weight, but generally signifies a *Salt-pit*, or Place wherein Salt is made. *Chart.* 17 *Ed.* 2. **Saltque**,

Salique Law, is a Law whereby none but Males are to inherit, and is peculiar to *France*.

Salt-Silver, was a Tribute of one Penny antiently paid on the Feast of *St. Martin*, by the servile customary Tenants of some Manors to their Lord, as a Commutation for the Service of carrying their Lord's *Salt* from Market to his Larder. *Paroch. Antiq.* 496.

Salvage, is defined to be a Reward or Recompence allowed by the Civil Law for saving of Ships or Goods from the Danger of the Seas, Pirates or Enemies. *Merch. Dist.*

Sand-gavel, is a certain Payment due to the Lord of the Manor of *Rodley* in *Gloucestershire*, for Liberty granted to the Tenants to dig Sand for their common Use. *Tayl. Gavelk.* 113.

Sane Memory, signifies a Person to be of sound and perfect Mind and Memory, to do any lawful Act, &c.

Sanguinem redimere, is said to signify the accustomed Fine for Leave given to servile Tenants to dispose of their Daughters in Marriage. *Cowel.*

Suepler, a Load of Wool containing eighty Tod, and every Tod two Stone. *MSS.*

Scalinga, (*Latin*) a Quarry or Pit for Stones or Slates for covering Houses.

Scharpenny, (from the *Saxon*) was antiently where some customary Tenants being obliged to pen up their Cattle at Night in the Yard of the Lord for the Benefit of their Dung; for Want of doing it, they paid a small Compensation, called *Scharpenny*, or *Scharupenny*, that is to say *Dung-penny*, or Money paid instead of Dung. *Cartul. Sti. Edmundi. MS.*

Schedule, is a little Roll, or long Piece of Paper or Parchment, containing the Particulars of Goods in a House let by Lease, &c.

Schirrens-geld, or **Schiregeld**, was an antient Tax paid to the Sheriff for keeping the Shire or County-Court.

Scite, is generally taken for the Seat and Situation of any Capital Messuage or Mansion-House, or the Ground whereon it stood. *32 Hen. 8. c. 20.*

Scotare, in antient Authors is taken for such Tenants as have their Lands subject to pay *Scot*. *Mon. Angl. Tom. 1.*

Scrivener, where such Person has the Custody of a Bond committed to him by another, he may receive the Interest, and the Principal due thereon, and likewise deliver up the Bond on Payment of the Money, which will be a Discharge thereof; but if he be intrusted with a Mortgage Deed it is otherwise, for in that Case the *Scrivener* has only Authority to receive the Interest Money, not the Principal, because the giving up the Deed is not sufficient to restore the Estate, without a Reconveyance, &c. *1 Salk. 157.*

Sea-Reeve, antiently was an Officer in Maritime Towns, that had the Care of the Sea-Coasts, and the gathering up of Wrecks. *Spelm.*

Seal, (from the *Latin*) signifies some small Figure or Image graven or molten, and which is used as a Signet in the Sealing of Deeds. In antient Times the Makers of all Deeds subscribed their Names, adding the Sign of the Cross, and in the End thereof they set down a great Number of Witnesses; but in the Reign of *William* the First, called the Conqueror, the King and the Nobility used *Seals of Arms*, which was afterwards followed by others: And then they sealed their Deeds with Wax, the Colour whereof was Green, like unto the King's Grants, to signify that they were always to be in Vigour. *Terms de Ley* 331. *2 Nelf. Abr.* 207. A Seal is absolutely necessary in Respect to Deeds; because the Sealing of them makes Persons Parties thereto, and without being sealed they are void in Law. *Dyer* 13. 'Tis held if a Seal be broken off, it will render the Deed void; and that where several are bound in a Bond, the pulling off the Seal of one vacates it as to the others. *2 Lev.* 220.

Seffa, is taken for the Suit and Service done by Tenants at their Lords Court. *Paroch. Antiq.* 320.

Seignior, (from the *French*) in general signifies a Lord; but is particularly applied to the Lord of the Fee or Manor. *Fitz.* 23.

Seignior, signifies the same as a Manor or Lordship. *Kitch.* 80.

Seisin, (*French*) in our Common Law is taken for Possession; and as the Verb to *seise* denotes to take Possession of any Thing, so likewise *primer Seisin* signifies the first Possession. *1 Inst.* 152.

Seme, (from the *Saxon*) is a certain Quantity of Corn, said to be a Horse-load, or eight Bushels; and of *Glass* it is twenty-four Stone, each whereof being five Pounds. *Blount.*

Seneucia, was antiently used for *Widowhood*; and if a Widow having Dower, in any Place in *Kent*, after the Death of her Husband married or brought forth a Child in her Widowhood, it is said her Dower thereby became forfeited and lost. *Cowel.*

Separia, according to *Kennet* denotes *several*, or what is severed and divided from other Ground. *Paroch. Antiq.* 336.

Septum, is taken for a Close, or other Inclosure, that is inclosed with a Hedge or Ditch, at least with a Hedge. *Cowel.*

Sequela Curiae, is used for a Suit of Court. *Mon. Angl. Tom. 1.*

Sequela Molendini, is the owing Suit to a particular Mill, or being bound to grind Corn in that Place only, which was a Duty imposed formerly upon a great many Tenants. *Cowel.*

Sequela

Sequela villanorum, is taken for the Retinue and Appurtenances to the Goods and Chattels of Villeins or servile Tenants, which were at the absolute Disposal of the Lord. *Paroch. Antiq.* 216.

Sequester, is a Term used by the Civilians for Renouncing of Right; as where the Widow of a Person comes into Court, and there or otherwise disclaims to have any Thing to do or to intermeddle with her deceased Husband's Estate.

Sequestration, (from the *Latin*) signifies the setting aside of a Thing in Controversy from the Possession of both the Parties that contend for it: In which Sense it is either *voluntary*, that which is done by the Consent of Parties; or it is *necessary*, what the Judge of his own Authority does, whether the Parties will consent thereto or not. *Dyer* 232.

Servage, is said to be where Tenants, besides the Payment of a certain Rent, are bound to find one or more Workmen for their Lord's Service. 1 *Rich.* 2. c. 6.

Service, (from the *Latin*) is that Duty which the Tenant on Account of his Fee owes to his Lord. There are many Divisions of *Services* in our Law; as into *Personal*, where something is to be done by the Person of the Tenant, as Homage and Fealty; *Real*, such as Wards and Marriages when they were in Use; *Annual*, as Rent, Suit of Court, &c. *Accidental*, including Heriots, Reliefs, and the like; and some *Services* are said to be *intire*; as to which last, on the Alienation of any Parcel of the Lands by a Tenant, thereby the *Services* become *multiplied*. 1 *Co. Inst.* 222. 6 *Rep.* 1. *Wood* 133. By *Magna Charta* no Man shall sell so much of his Land, but that of the Residue the Lord may have his *Services*. 9 *Hen.* 3. c. 32. See 18 *Ed.* 1.

Servitium intrinsecum, signifies the Service that was due to the Chief Lord alone from his Tenants or Vassals. *Bract.* lib. 2.

Servitium liberum, was a Service antiently due from the Feudatory Tenants, who were distinguished from Vassals by the Name of *Liberi homines*, as well as the Nature of their *Services*, which were not Base, as those of the Vassals were: It has been sometimes termed *Servitium liberum armorum*. *Somn. Gavel.* 56.

Several Covenant, is a *Covenant* entered into by two or more Persons *severally*; and any such *Covenants*, though contained in one Deed or Writing, are deemed as *several* Deeds, wrote upon the same Piece of Paper or Parchment. 5 *Rep.* 23.

Several Inheritance, is where an *Inheritance* is so conveyed as to go or descend to two Persons *severally*, by *Moieties*, &c. See *Inheritance*.

Several Tail, signifies that Estate or Land which is *intailed severally* on two; as where Lands are given to two Men and their Wives, and to the Heirs of their Bodies, to be lawfully begotten; in which Case the Donees hold jointly for their two Lives, and at the same Time have a *several* or separate Inheritance; for here the Issue of the one shall have his *Moiety* in *Tail*, and the Issue of the other his. *Blount*.

Severance of Corn, which signifies the Cutting or Carrying the same off the Ground; and sometimes is taken for the Setting out the Tithe from the Rest of the Corn. See 2 *Cro.* 325. and *Emblements*.

Sewer, is defined to be a Passage or Gutter made to carry Water into the Sea or a River, and thereby preserve the Land, &c. from Inundations and other Annoyances.

Shack, is a Name applied to a Custom in the County of *Norfolk*, to have Common for Hogs from the End of Harvest till Seed Time, in all Persons Grounds without Exception; And there to go at *Shack*, is as much as to say, to go at large. 7 *Rep.* 5.

Sharping Corn, is a customary Gift of Corn, said to be Half a Bushel for a Plough-Land, which the Farmers pay in some Parts of *England* to their Smith, for *sharping* their Plough-Irons, Harrow-Tines, &c.

Shedding, in the *Isle of Man*, denotes a Riding, Tithing, or Division; where the whole Island is divided into Six of these *Sheddings*, and in each whereof there is a *Coroner* or Chief Constable, who is appointed by the Delivery of a Rod at the *Tinewald* Court or Annual Convention. *King's Description.* 17.

Sheep-Silver, was a certain small Sum of Money, antiently paid by some Tenants, in Lieu of a Service to wash the Lord's Sheep. *W. Jones's Rep.* 280.

Sidlings, Meers or Balks betwixt or on the Sides of Arable Lands.

Silva Cædua, signifies *Coppice-Wood*, or such as is under twenty Years Growth. 45 *Ed.* 3.

Simpler, that is to say *Simple*, is generally applied to a Deed Poll, or single Deed.

Site, of a Manor-House, &c. See *Scite*.

Sithesoca, is a *Saxon* Word, which signifies a Franchise or Liberty, or a Hundred. *Leg. Hen.* 1. c. 6.

Slade, signifies a narrow Piece or long Slip of Ground. *Paroch. Antiq.* 465.

Slough-Silver, is taken to be a Rent payable to the Castle of *Wigmore*, instead of certain Days Work in Harvest, formerly reserved to the Lord from his Tenants. *Pat.* 43 *Eliz.*

Smock-Silver, has been taken for a Payment made to the Ministers of several Parishes,

Parishes, as a Kind of *Modus* in Lieu of *Tithe-Wood*: It is also called *Smoak-penny*.

Socage, was an antient Tenure, whereby Tenants held their Land by Service of ploughing the Lands of their Lords with their own Ploughs, and performing other inferior Services of Husbandry; which afterwards by the mutual Agreement of Lord and Tenant were turned into the Payment of a Sum of Money, and thereupon it was called *Liberum Socagium*, or *Free Socage*. Bract. lib. 2. c. 35.

Socmen, are taken for those Tenants in Antient Demesne as held their Lands by *Socage*. Fitz. Nat. Brev. 14.

Socna, denotes some Privilege, Liberty or Franchise. Chart. Canut.

Socome, is taken for a Custom of grinding Corn at the Lord's Mill; whence came the Name or Term of *Bond-Socome*, by which the Tenants were bound to it; and also *Love-Socome*, where they did it voluntarily, out of Love to their Lord. Blount.

Soke, **Soka**, and **Soca**, were Words that generally signified the Liberty of Tenants excused from customary Burdens and Impositions. 32 H. 8. c. 15.

Soke-reeve, was the Lord's Collector of his Rents within the *Soken* or Liberty. Fleta.

Solarium, is a Word frequently to be found in old Charters, and in *English* is called a *Sollar*, which is taken for an upper Room or Garret.

Sole Tenant, is one that holds Lands, &c. in his own Right only, without any other joined: A Person must be seised of a *Sole Estate*, to devise the same by Will, or for the Wife to have Dower therein, &c. And where a Man and his Wife hold Land for their Lives, the Remainder to their Son; in this Case, if the Man dies, the Lord shall not have an Heriot, because he does not die *Sole Tenant*. See *Kitchin* 134.

Solidata Terræ, was formerly taken for as much Land as was annually worth one Shilling, when Lands were computed at so many Shillings by the Year. Cowel.

Solinus Terræ, in the County of *Kent* signifies 160 Acres. Domesd.

Specialty, is used for a Bond, Bill, or other Deed or Instrument executed under the Hand and Seal of the Parties thereto. Litt.

Spinster, is an Addition in our Law usually given to all unmarried or single Women.

Spiritual Courts, are such as have Jurisdiction in Matrimonial Causes, and for Probate of Wills, and granting Administration of Goods; as also in Regard to Tithes, and in Cases of Defamation, &c. Stat. 9 Ed. 2.

Spousals, or the Betrothing of a Man or Woman in Marriage. See *Esponsals*.

PART II. VOL. II.

Spouse-breach, is taken to signify *Adultery*, as opposed to simple Fornication. Mon. Angl. Tom. 2.

Spren, Broken Wood or Windfall.

Stadium, is taken for a Furlong of Ground, viz. the eighth Part of a Mile. Domesd.

Staff-herding, signifies a Right to follow Cattle in a Forest: And if any Person that claims Common in any Forest, on Pretence thereof shall use *Staff-herding*, and drive his Cattle into the best Grounds, to the Disturbance and Prejudice of the Deer, it is a Cause of seising his Common till he pay a Fine for the Abuse. 1 Jones Rep. 282.

Stallage, is taken for the Liberty of pitching Tents or erecting *Stalls* in Fairs or Markets, or for the Money paid for the same. Kennet's Gloss.

Standel, is used for a young Oak-tree; and twelve such are to be left standing in every Acre of Wood that is felled. 35 Hen 8.

Stannaries, (from the *Latin*) are those Mines and Works wherein *Tin* Metal is dug and purified; as in *Cornwall* and *Devonshire*, &c. And there the *Tinners* are called *Stannary-Men*, who had great Liberties granted them by King *Edward* the First; particularly in their *Stannary-Courts*, where only they must be sued in Personal Actions, and which Courts are governed by special Laws and Customs; but Appeal lies therefrom to the *Lord Warden* of the *Stannaries*, and from his Determination to the King's Privy Council. 4 Inst. 230. 1 Roll. Abr. 745.

Star, (from the *Hebrew*) is a Name that was antiently given to a Deed, Contract, Grant, or other Obligation of the *Jews*. Pasch. 9 Ed. 1.

Status de Manerio, (*Latin*) a Meeting of all Tenants in the Liberty of a Manor in the Court of their Lord; to do customary Suit, and enjoy their Usages and Rights.

Stock and Family, where Lands are devised generally to such, it shall be intended to the principal Heir of the House. Hob. 33.

Stranger, (from the *French*) as a *Stranger* to a Deed, signifies a Person that has nothing to do therewith; in which Sense it is directly opposed to the Term *Party* or *Privy*. Old Nat. Brev. 128. It is said by *Wood*, that *Strangers* to Fines have either a present or future Right, or an apparent Possibility of Right that grows afterwards, &c. *Wood's* Inst. 245. See *Fine*.

Stray, in what Cases may be, of Beasts or Cattle. See *Estray*.

Strype, signifies the eighth Part of a Quarter of Corn, or a Bushel.

Suburbanii, are said to be Husbandmen. Mon. Angl. Tom. 2.

Successor, (*Latin*) if a Lease be made to

a Person and his *Successors*, even for the Term of one hundred Years, it has been deemed only an Estate for Life. 4 Rep. 65.

Sufferance, is applied to a Tenant that holds over his Term, at first lawfully granted, after his Estate is determined in the Lands, &c. in which Case he so holding over is termed Tenant at *Sufferance*. 1 Co. Inst. 57.

Suit, (from the *French*) denotes a *Suit of Court*, or *Suit-Service*, which is an Attendance the Tenant owes to his Lord's Court. There is *Suit-Covenant*, where a Person has covenanted to do Service in the Court of the Lord. *Suit-Custom*, which is where one and his Ancestors have owed *Suit Time* out of Mind.

Suit-Silver, is a small Sum paid in some Manors to excuse the Appearance of Freeholders at their Lord's Courts.

Summons in Terra Petita, is taken for that *Summons* which is made upon the Land, which the Party at whose *Suit* the *Summons* issues, seeks to have. *Cowel*.

Summons ad Warrantizandum, is the Process by which the Vouchee in a Common Recovery is called. 1 Co. Inst. 101.

Supercargo, signifies a Person that is employed by Merchants on a Voyage to oversee their *Cargo*, and dispose thereof to the best Advantage. *Merch. Dict.*

Surcharge, of a Forest or Common, is where a Commoner puts more Beasts therein than he has a Right to do.

Sur cui in vita, is a Writ which lies for the Heir of a Woman, whose Husband has aliened her Land in Fee, and she neglected to bring the Writ of *Cui in vita* for the Recovery of her own Land; in which Case the Heir, after her Decease, may have this Writ against the Tenant. *Fitz. Nat. Brev.* 193.

Surrender, is a certain Instrument in Writing, whereby a particular Tenant of Lands, &c. for Life or Years, does yield and give up his Estate or Term to the Person who has the immediate Estate in Remainder or Reversion, so that he may have the present Possession of the same. 1 Inst. 337. *Theo. of Conv.* 805.

Survey, signifies to measure, or particularly lay out a Manor, or Estate in Lands; and to ascertain not only the Bounds and Royalties thereof, but also the Tenure of the respective Tenants, and the Rent and Value of the same: In this last Signification it is taken for a *Court*; because on the falling of an Estate, consisting of Manors, to a new Lord, where there are Tenants by Lease, and Copyholders, a *Court of Survey* is generally held; and sometimes upon other Occasions, to apprise the Lord of his Right and Interest. *Comp. Court Keep.* 1

Survivor, (from the *French*) in our Law signifies the longer Liver of Jointenants, or of any two Persons jointly interested in a Thing; in which Case, if there be only two Jointenants, upon the Death of one the whole goes to the *Survivor*; and if there be more than two, the Part of the Deceased goes among all the *Survivors*. *Wood's Inst.* 147.

Suspence, is taken to be a Temporal Stop of a Person's Right, and is where a Rent or other Profit issuing out of Land, on Account of the Unity of Possession of the Rent, &c. and of the Land whereout it issues, is not *in esse*, for a Time, & *tunc dormiunt*, then asleep, but may be awaked or revived, and therefore differs from *Extinguishment*, which is when it dies for ever. 1 Co. Inst. 213.

Swainmote, or **Swalmote**, is a Court touching Matters of the Forest, and is held thrice a Year before the Verderors as Judges, by the Steward of the *Swainmote*; at which Court all Freeholders within the Forest do owe *Suit* and *Service*; and also the Officers thereof are there to appear, to present and inquire of all Offences, &c. *Crompt. Juris.* 108.

Swans, are a noble Kind of Game, and termed Royal Birds; and all white *Swans* not being marked, which have gained their natural Liberty, that are swimming in an open and common River, are liable to be seized for the Use of the King, by Virtue of his Prerogative. *Game Law, par.* 2. Yet a Person may prescribe to have Game of *Swans* within his Manor, as well as a Warren or Park. 7 Rep. 18. A Person ought to have Lands of such an yearly Value to keep a *Swan-Mark*, unless it be by the King's Grant, or of his Officers lawfully authorised thereto, or by Prescription. 22 Ed. 4. c. 6.

Swart-Money, is contained among ancient Services and Customs, and it is said to be one Half-penny paid in a particular Manner, before the Rising of the Sun, in some Parts of *Warwickshire*.

Sweptage, is said to be the Crop of Hay got in from a Meadow. 1 Co. Inst. 4.

Syngraph, was antiently a Bond or other Deed, under the Hands and Seals of all the Parties, and having the Word *Syngraphus* in large Letters in the Middle thereof, which being cut through, one Part of the Deed or Writing was given to each Party, for their better Security, &c.

T.

Tabellion, is taken for a Notary Publick, or Scrivener, that is allowed by Authority to ingross and register private Contracts and Obligations, &c.

Table

Table of Fines, is that Table which is made for every County where the King's Writ runs, wherein is contained the Contents of every *Fine* passed in each Term, with the Name of the County, Towns and Places, where the Lands or Tenements lie, the Name of the Demandant and Deforçant, and of the particular Lands, &c. mentioned in the *Fines*. This is to be done by the *Chirographer of Fines* of the Court of *Common Pleas*, whose Duty is every Day of the next Term, after the Ingrossing of any such *Fine*, to fix these Tables in some open Place of the said Court, during the Time of its Sitting; and he is likewise to deliver to the Sheriff of every County, his Under-Sheriff or Deputy, fairly wrote in Parchment, a perfect Content of the *Table* so made for that County, in the Term next before the Assises, or between the Term and the Assises, to be set up in an open Place in that Court, and to continue there so long as the Justices shall sit: And in Case either the *Chirographer* or Sheriff fails herein, he is liable to 5*l.* Penalty. 23 *Eliz. c. 3.*

Tac, in antient Charters is taken for a Kind of Toll, to be free and discharged from which some Persons had Grants of Exemption. *Blount's Ten. 155.*

Tail, or **Fee-Tail**, (from the *French*) is a limited Estate or Fee opposed to that of *Fee-Simple*; that is to say, it is an Inheritance, whereof a Person is seised to him and the Heirs of his Body, begotten or to be begotten. *Litt. 18.*

Tail after Possibility of Issue extinct, is where Lands, &c. are given to a Husband and Wife, and the Heirs of their two Bodies begotten in special Tail, and one of them dies without Issue had between them; in such Case the Survivor shall hold the Land as *Tenant in Tail after Possibility of Issue extinct*. *Litt. 32.*

Taillez bois, (*French*) Wood under twenty Years Growth.

Talwood, is such Wood as is cleft and cut into Billets of a certain Length; otherwise called *Talghwood* and *Talshide*. 35 *Hen. 8. cap. 3.*

Tas, is sometimes taken for a Mow of Corn or Hay, from the *French* Word *Tasser*, signifying to pile up. *Rot. Hill. 25 Ed. 3.*

Tath, it is said that in *Norfolk* and *Suffolk* the Lords of Manors had the Privilege of having their Tenants Flocks of Sheep brought at Night upon their own Demesne Lands, there to be folded for the Benefit of their Dung; which Liberty of improving their Ground was called *Tath*. *Spelm.*

Tauri liberi Libertas, was antiently used for a common Bull; and so termed, on

account that he was free and common to all the Tenants of such a Manor or Liberty. *Gowel.*

Teding-penny, **Tething-penny**, or **Tithing-penny**, was a small Tax paid to the Sheriff from each *Tithing*, towards the Charge of keeping his Courts, &c. *Chart. Hen. 1.*

Teller, is an Officer of the *Exchequer*, in antient Records called *Tallier*; and there are four of these Officers in Number, whose Duty is to receive all Sums due to the King, and to give the Clerk of the Pells a Bill to charge him therewith: And they likewise pay all Monies payable by the King, by Warrant from the *Auditor of the Receipt*, and make weekly and yearly Books, both of their Receipts and Payments, which they deliver to the *Lord Treasurer*.

Telligraphiæ, derived from a *Saxon* Word signifying to tell any Thing by Writing, is taken for written Evidences of Things past. *Blount.*

Tellwote, is said to be certain Labour which Tenants were antiently bound to do for their Lords for such a Number of Days. *Thorn. 1364.*

Temptatio, in antient Charters is used for a Trial or Proof. *Chart. 20 Ed. 1.*

Tenancies, are taken to denote Houses or Places for Habitation held by Lease, &c. 23 *Eliz. c. 4.*

Tenant, (from the *Latin*) signifies one that holds or occupies Lands or Tenements of some Lord or Landlord, by Rent, Fealty, &c. And this Word is generally used with divers Additions; as *Tenant in Fee*, *Tail*, for Life, Years, or at Will; *Tenant in Dower* by the *Curtesy*, by Copy of Court-Roll; *Tenant in Mortgage*, by Statute Merchant, and Statute-Staple, *Elegit*, &c. 1 *Co. Inst.*

Tender, in our Law signifies carefully to offer, or circumspectly endeavour the Performance of a Thing; as to *tender Rent* is to offer it at the Time and Place when and where it ought to be paid: And it is such an Act done to save the Penalty of a Bond or Obligation, before Action is brought thereon, &c. *Terms de Ley 557.*

Tenement, properly signifies a House or Homestall; but more largely it is taken for any House, Land, Rent, or other Thing, which a Person holds of another: And being a Word of a large Meaning, not so certain as *Messuage*, it is therefore not fit to be used to express any Thing which requires a particular Description. 1 *Inst. 6. 19.* 2 *Lill. 566.*

Tenementalis, is Land that was possessed by the Tenant, otherwise called *Tenementary Land*, distinguished by that Name from

from the Demesne Land of the Lord, called *Inland*.

Tenore Presentium, by the *Tenor* of these Presents, is taken for the Substance, true Intent and Meaning of a Deed or other Writing.

Tenure, signifies the Manner whereby Lands or Tenements are held; or it is the Service that the Tenant owes to his Lord: And it likewise denotes the Estate in the Land, &c.

Term, is generally taken for the Limitation of Time or Estate; as a Lease for Term of Life, or Years: And such a Lease for a Term of Years is deemed a Chattel Real in our Law. *Braet. lib. 2.*

Termini censuales, are said to be Terms, or Days on which Rent was paid. *Cowel.*

Termor, is the Person that holds Lands, &c. for a Term of Years or Life. *Litt. 100.*

Terms for Payment of Rent, are the four quarterly Feasts whereon Rent is usually paid, called *Rent-Terms*.

Terra, (*Latin*) is generally in a legal Sense taken to denote Arable Land. *Kennet's Gloss.*

Terra affirmata, is defined to be Land let to Farm.

Terra Boscalis, was formerly taken for woody Land. *Inquisit. 8 Car. 1.*

Terra culta, signifies Land that is tilled or manured. *Mon. Angl. Tom. 1.*

Terra dominica, has been used for the Demain Land of a Manor.

Terra excultabilis, is taken to signify Land that may be ploughed. *Mon. Angl.*

Terra frusca, or *frisca*, signifies such Land as has not been lately tilled, or what is called *Fresh Land*.

Terra hydata, was used for Land subject to the Payment of *Hydage*. *Selden.*

Terra lucrabilis, is taken for that Land which is gained from the Sea, or inclosed out of a Waste to some particular Use. *Mon. Angl. Tom. 1.*

Terra Nova, denotes Land newly assarted or converted from Wood Ground to Arable. *Spelm.*

Terra Putura, is Land held in *Forests* by the Tenure of furnishing Man's Meat, &c. for the Keepers.

Terra Sabulosa, is used for Gravelly or Sandy Land. *Inq. 10 Ed. 3.*

Terra Vestita, in old Charters signifies Land sown with Corn.

Terra Vainabilis, is taken for tillable Land. *MS.*

Terra Wareta, by *Cowel* is said to be Fallow Land.

Terra Warrenata, is used in antient Records for Land that has the Liberty of Free Warren. *Rot. 21 Ed. 1.*

Terrage, seems to be an Exemption from Boons or Service of Ploughing, Reaping, &c.

Terrar, or **Terrier**, is a Land-Roll or Survey, containing the several Lands of any particular Person, or of a Town or Manor, together with the Quantity of Acres, the Names of the Tenants, &c. And in the *Exchequer* there is a *Terrar* of all the Glebe Lands in *England*, that was made about 11 Ed. 3.

Terrarius, signifies a Land-holder, or Person who possesses many Farms of Lands. *Leg. W. 1.* Also an Officer antiently belonging to Religious Houses, who kept a *Terrier* of all their Estates, &c.

Ter-Tenant, is one that has the actual Possession or Occupation of the Land; as where a Lord of a Manor has a Freeholder, who lets out his Freehold to another to be occupied, this Occupier having the actual Possession is called the *Terre-Tenant*; in Respect to whom there is a Plea of *Tertenancy* on a Writ of *Scire facias*, &c. *West's Symb. par. 2. Cro. Eliz. 872.*

Testament, is defined to be a Witness of the Mind; or it may rather be taken for the true Declaration of our last Will in that which we would desire to be done after our Death. There are two Sorts of Testaments, viz. a Testament in Writing, and a Testament in Words; which last is called a *Nuncupative Testament* or Will; but this is not good in the Case of Lands, for they are only deviseable by a Testament in Writing executed in the Life-time of the Testator, &c. 1 Co. Inst. See Will.

Testator, is the Person that makes a Testament or Will. *Swinb.*

Themmagium, antiently signified a Duty paid by inferior Tenants on Account of *Theam* or *Team*. *Cart. Abb. Glaston.*

Theoden, is said to have been a Husbandman or Tenant, or *Under-Thane*. *Spelm.*

Thethinga, in the *Saxon* denotes a Tithing, and *Tetbingmannus* a Tithingman.

Thirdings, in the Manor of *Turfat* in the County of *Hereford*, is said to be the third Part of the Corn or Grain growing on the Ground, that is there due to the Lord for a Heriot on the Death of his Tenant. *Blount's Ten.*

Thrave, (from the *Saxon*) is a certain Quantity of Corn that contains twenty-four Sheaves, or four Shocks; but in some Counties they reckon only Half thus much to the Thrave. 2 Hen. 6. c. 2.

Tigh, (*Saxon*) is used in *Kent* for a Close or Inclosure.

Tillage, is held to be of great Account in our Law, as being very profitable to the Commonwealth; and hence it is, that Arable Land

Land has the Preference before Meadow, or Pasture, and all other Ground whatsoever, and a Bond to restrain Tillage or Sowing of Land, is deemed void. 11 Rep. 52. There have been divers Statutes made for the Encouragement of this Husbandry, &c. as 4 Hen. 7. 25 & 33 Hen. 8. 5 Eliz. 21 Jac. 1. 15 Car. 2.

Timber, signifies all Trees that are fit for Building, such as Oak, Ash, and Elm, &c. 1 Roll. Abr. 649. It is ordained, that two thousand Acres of Land in the New Forest, shall be inclosed, for preserving Timber for the Navy, by 9 & 10 W. 3.

Timberlode, is said to be a Service, whereby some Tenants were obliged to carry felled Timber from the Woods to the Lord's House. Thorn.

Tinemman, or **Tienman**, was a petty Officer in the Forest, who had the nocturnal Care of Vert and Venison, and was subject to other servile Offices. Leg. Canut.

Tinpenny, according to Du Fresne, is a Tribute formerly paid for the Liberty to dig in Tin Mines; but others say it is a customary Payment made to the Titbingsman, to support the Charge and Trouble of his Office, and that the Word Tin is only a Contraction of Teon, which signifies Ten. Mon. Angl. Tom. 1.

Tithes, (from the Saxon) denotes the tenth Part of the Increase that annually arises from the Profits of Lands, and the Industry of the Parishioners, which is payable for the Maintenance of the Parson of the Parish.

Tithing, in its original Signification was a Company of Ten Men with their Families, who were all bound to the King for the peaceable Behaviour of each other: And of these Societies or Companies there was one chief Person, who was called Teotbing-Man, at present in most Places Titbings-Man, but in Fact a Constable, the old Way of Tithing being long since disused; the principal Person whereof had not only the Keeping the Peace, but the Determining of all lesser Causes between Villagers and Neighbours, referring great Matters to the Hundred-Courts. Paroch. Antiq. 633.

Tithing-Men, are at this Day taken for a Kind of petty Constables, who are elected by Parishes, and sworn in their Offices at the Court Leet, and sometimes by Justices of Peace, &c. In Towns and Places where there is a Constable, the Titbings-Man generally executes the Office in the Constable's Absence; or if there be no Constable, his Office and Authority are said to be all one under another Name. Dalt. 3. Stat. 13 & 14 Car. 2.

Title, is where a Person hath just Cause of Entry into Lands, &c. of which another

is seized; and it is also the Means by which a Person holds or comes to Lands, &c. as by Fine, Feoffment, Will, Descent, &c.

Tod of Wool, contains twenty-eight Pounds or two Stone, according to 12 Car. 21 cap. 32.

Toft, is taken for a Messuage, but rather for the Place where a Messuage has stood, and is decayed or accidentally burnt: This Word is used in antient Fines, wherein you may often read Toftum and Croftum. West's Symb. par. 2.

Toftman, signifies the Owner or Occupier of a Toft.

Toll, is properly a Payment in Towns, Fairs and Markets, for Goods bought and sold there; and sometimes 'tis taken for a Liberty as well to take as to be free from Toll. 2 Inst. 220.

Toll-corn, is that which is taken for Toll of Corn ground at a Mill. 5 Mod. 13.

Toll-hop, is a small Dish or Measure wherein they take Toll for Corn sold in an Overt-Market.

Tottes quoties, is frequently used in Deeds and Conveyances, and signifies as often as a Thing shall happen, &c. 19 Car. 2.

Towage, is particularly used for that Money which is given by Bargemen to the Owner of the Ground next a River, where they tow, with Men or Beasts, a Barge or other Vessel.

Transcript, signifies the Copy of any Record, Deed or Writing; as where the same is written over again, or exemplified. 34 & 35 Hen. 8.

Treasure-trove, in our Law is where any Treasure is found hid in the Earth, but not lying on the Ground, and no Man knows to whom it belongs, in which Case the Property thereof belongs to the King or the Lord of the Manor, which last has it by special Grant or Prescription. Bract. lib. 3. By antient Authors it is said, that nothing shall be deemed Treasure-trove, but Gold and Silver; and that 'tis the Duty of every Subject, as soon as he has found any such Treasure in the Earth, to make it known to the Coroners of the County, &c. who are to make Inquiry thereof, and the Concealing it is punishable by Fine and Imprisonment. Britton, c. 17. Staund. P. C. 25.

Tremagium, denotes the Season or Time for sowing of Summer Corn, which is usually about March, the third Month in the Year, whereto the Word seems to allude; it is in old Charters opposed to the Season for Winter-Corn, called Hybernagium. Cart. Glaston. MS.

Triroda terræ, is said to be a Quantity of Land containing three Perches.

Tronage, signifies a customary Toll taken

taken for weighing of Wool, and 'tis said by *Fleta* that *Trona* is a Beam to weigh Goods and Merchandise: This Word is particularly mentioned in a Charter granted to the Mayor and Citizens of *London*. Chart. Hen. 8.

Trust, signifies that Confidence which one Person reposes in another; and where any Breach or Non-performance is of the same, the Remedy is by Bill in *Equity*, as the Common Law does not usually take any Notice of *Trusts*. 2 Lill. 624.

Trustees, where two or more are appointed, if one of them only receives all or the greatest Part of the Profits of the Lands, and is in Arrear and unable to satisfy the Person for whom he is seised in *Trust*, the other in that Case shall not be answerable for more than comes to his Hands. Cro. Car. 312.

Tun, derived from the *Latin*, a *Tun* of Coals is twenty hundred Weight; and of Timber forty solid Feet cut to a Square. 1 Ric. 3. 12 Car. 2. 9 & 10 W. 3.

Turbary, denotes a Right to dig Turfs on another's Ground; and it is likewise taken for the Ground or Place where Turfs are digged, sometimes called the *Turfary*. Kitch. 94.

Twaite, is said to signify a Wood grubbed up and converted into Arable Land. 1 Co. Inst. 4.

V.

Vacatia, in antient Records signifies a void Place or waste Ground. Mem. in Scac. 9 Ed. 1.

Vadium Mortuum, signifies a Mortgage of Land so ingaged to the Creditor, that he has a Right to the mean Profits towards the Satisfaction of his Debt. Glanv. lib. 10.

Value, is a known Word; and yet there is a Distinction made by *West* in his *Symbol* between *Value* and *Price*, viz. The *Value* of those Things in which Offences are committed, is usually comprised in Indictments, which seems necessary in *Theft* to make a Difference from *Petis Larceny*, and in *Trespass* to aggravate the Fault, and increase the Fine: But where a Plaintiff declares in an Action of *Trespass* for taking of Cattle, or Things that are alive, he is to say *Pretii* so much, that is to say, the Price the Owner esteemed them to be worth; and if they are dead Things, it must be *ad Valentiam*, that is to say, the Value they would sell for in the Market; but of current Coin, neither *Pretii* nor *ad Valentiam* shall be used, the *Value* and *Price* thereof being certain. West. Symb. par. 2. 2 Lill. Abr. 629. See *Money*.

Value of Land, in some Cases may be

intended such as it was antiently, and not taken according to its improved *Value*. 2 Leon. 117.

Vastum, denotes a Waste or Common lying open to the Cattle of all Tenants that have a Right of Commoning. Paroch. Antiq. 171.

Vastum Forestæ vel Bosci, is taken for that Part of a Forest or Wood wherein the Trees and Under-wood are so destroyed, that it lies in a Manner waste and barren. Cowel.

Veal-Money, 'tis said the Tenants of one of the Tithings within the Manor of *Bradford* in *Wiltshire*, pay an annual Rent by this Name to their Lord, in Lieu of *Veal* formerly paid in Kind. Blount's Ten.

Venter, is taken for the Belly or Child a Woman goes with; and in Law there is a first and second *Venter*, &c. where a Person has Children by several Wives. Litt.

Verderer, (from the *French*) is a judicial Officer of the King's Forest, and is chosen by the King's Writ, in the full County of the same Shire, wherein the Forest lies; he is sworn to maintain and keep the Assises of the Forest, and to view, receive and inrol the Attachments and Presentments of all Manner of *Trespases* of *Vert* and *Venison* in the Forest, and to do equal Right and Justice. Manwood 332.

Verge, a Stick or Rod, by which one is admitted Tenant to a Copyhold Estate, by holding it in his Hand, and swearing Fealty to the Lord of the Manor. Old Nat. Brev. 17.

Vert, in the Forest Laws is taken for every Thing that grows and bears a green Leaf within a Forest, which may cover a Deer; but more especially thick Coverts, some whereof are for Food for the Deer, and others for Shelter and Defence. And *Vert* is sometimes used for that Power which a Man has by the King's Grant to cut green Wood in a Forest. 4 Inst. 327.

Very Lord and very Tenant, are taken for such as are immediate Lord and Tenant one to another; and a Man is not said to be a *very Tenant* until he has attorned to the Lord by some Service, &c. Old Nat. Brev.

Vested, denotes settled or fixed; as if an Estate in *Remainder* is limited to a Child before born, when such Child is born, the Estate in *Remainder* is vested in him. 2 Leon. 219.

Vesture, or *Vestura terræ*, in the Law signifies the Profit of Land, and in this Sense it is applied to a Possession, for that 'tis all one to have the Profits, as to have the Land itself. 1 Vent. 393.

Viduitatis professio, is taken for the making

making of a solemn Profession to live a sole and chaste Widow, which was an antient Custom in England. Dugd.

View, signifies the particular Act of Viewers; as where a Real Action is brought, and the Tenant does not certainly know what Land it is the Demandant requires; then he may pray that the Jury may view the same, that is to say, see the Land that is claimed. *Fitz. Nat. Brev.* 178. 13 Ed. 1.

Vinagium, is said to have been an antient Tribute or Payment of a certain Quantity of Wine instead of Rent to the Chief Lord for a Vineyard. *Mon. Angl. Tom.* 2.

Viregata terra, is the same as *Yard-Land*. Kennet's Gloss.

Visus, denotes a View or Inspection; as Wood is to be taken *per visum Forestarii*, &c. Hoved.

Viva Pecunia, was antiently used for Live Cattle, according to Cowel.

Vivary, in general signifies a Place either on Land or Water, where living Creatures are kept; and in Law it is most commonly taken for a Park, Warren, Fish-pond or Piscary, &c. 2 *Inst.* 100.

Umpire, denotes a single Person chosen by contending Parties for determining the Matters in Controversy according to the Compromise and Submission.

Umpirage, is where there is but one Person chosen by Parties at Variance for determining Matters in Dispute: And it is usually where the contending Parties submit their Differences to the Arbitrament of two Arbitrators; and if those cannot agree, or are not ready to deliver their Award in Writing before a certain Time limited, then the Matter that is in Dispute is referred to the final Judgment of another generally termed *Umpire*; in that Case his Determination is called *Umpirage*. 1 *Roll. Abr.* 261. See *Arbitrator*.

Unacum omnibus alijs, is a new Addition of other Things than were before granted in a Deed, &c. *Hob.* 175.

Undres, was a Word formerly used for Minors, or Persons under Age. *Fleta, lib.* 1.

Unity of Possession, denotes a joint Possession of two Rights or Estates, that a Person holds together in his own Hands; as where a Man takes a Lease of Land from one upon a certain Rent, and afterwards buys the Fee-Simple; this is a *Unity of Possession*, whereby the Lease is extinguished, by Reason that the Person who before had the Occupation only for his Rent, is become Lord of the Lands, and is to pay his Rent to none but himself. *Terms de Ley*. A Rent or Easement does not exist during the *Unity*, wherefore they are gone; but no *Unity of Possession* will extinguish Tithes,

for nevertheless they remain. 11 *Rep.* 14.

1 *Vent.* 95.

Void and Voidable, are Terms frequently used in our Law: As a Thing that is done contrary to Law at the Time of the doing of it, is said to be *void*, and no Person shall be bound thereby: But where a Thing is only *voidable*, and not *void*; though it be what the Person that did it ought not to have done, yet when it is done, the Doer cannot *avoid* the same; notwithstanding by some Act in Law it may be made *void* by his Heir, &c. 2 *Lill.* 653. It has been held, that a Bond of an Infant, or one *Non compos mentis*, is *void*, because the Law has not appointed the doing any Thing to *avoid* such Bonds. 3 *Nelf. Abr.* 486. A Lease for Term of Life which is *voidable* must be made *void* by Re-entry, &c. and a Deed is generally *avoided* by special Pleading. 5 *Rep.* 119. 2 *Salk.* 675.

Voluntas, is when a Tenant holds Lands, &c. at the Will of the Lessor, or Lord; and that is in two Manors; the one where a Person makes a Lease to another of Land, to hold at the Will of the Lessor, in which Case he may put him out at his Pleasure. The other *Tenant at Will of the Lord* is by Copy of Court-Roll, and this is according to the Custom of the Manor, either for Life, in Fee, or in Tail, &c.

Vouch, (*French*) in a legal Sense signifies to call one to warrant Lands, &c.

Voucher, is a Term or Word of Art in the Law, and is when a Tenant calls another into Court, who is bound to him to warranty, and is either to defend the Right against the Demandant, or yield him other Lands to the Value, &c. And it extends to Lands or Tenements of Freehold or Inheritance, but not to any Thing Personal or Mixt. Here he that *voucheth* is called the *Voucher*, and the Person that is *vouched* is called the *Vouchee*: The Process by which the *Vouchee* is called, is a *Summoneas ad Warrantyandum*; on which Writ, in case the Sheriff return that the Party has nothing whereby he may be summoned, there issues another Writ called *Sequatur sub suo periculo*, &c. 1 *Co. Inst.* 101.

Upland, signifies High Ground, or according to some Writers, *Terra firma*, in Opposition to Marshy or Low Ground. *Ingulph.*

Usage, how it differs from Prescription and Custom. See *Prescription*.

Use, is taken for the Profit or Benefit of Lands and Tenements, or a Trust and Confidence reposed in a Person for the Holding of Lands, &c. That he to whose *Use* the Trust is made, shall take the Profits of the same. 1 *Inst.* 272.

Utas,

Utas, is taken for the eighth Day following any Term or Feast; as the *Utas* of St. Michael, &c. And here any Day between the Feast and the *Octave*, is said to be within the *Utas*. Stat. 51 Hen. 3.

W.

WAIN, signifies a Cart, Waggon, or Plough to till Land: In this Sense *Wainage* is taken to be the Contenement of a *Villein*, or the Furniture of his *Wain*. 2 Inst. 28. See *Gainage*.

Waiver, denotes the passing by of a Thing, or a Refusal to accept thereof; and relates sometimes to an Estate conveyed to a Person, and sometimes to a Plea, &c. It is held, where a particular Estate is granted with a Remainder over, in that Case he that has it may not regularly *waive* it to the Damage of him in Remainder; though where one has the Reversion it is otherwise, for that is not hurt by such *Waiver*. 4 Shep. Abr. 192. An Infant, or if he dies, his Heir, may *waive* an Estate made to him during his Minority, &c. 1 Inst. 348.

Walda, (*Latin*) a Wood or Woody Ground. MSS.

Wanlass, is a Term for driving Deer to a Stand, in order that the Lord may have a Shoot at them; and which is one of our antient customary Tenures of Lands. *Blount's Ten.* 140.

Warnoth, is used for an antient Custom, where any Tenant holding of the Castle of *Dover*, failed in paying his Rent at the Day, in that Case he should forfeit double, and for the second Failure treble; the Lands held by which Tenure were also called by this Name. *Mon. Angl. Tom.* 2.

Warranty, is defined to be a Covenant or Promise made by Deed by the Grantor, who for himself and his Heirs engages to *warrant* or secure the Grantee and his Heirs, against all Men for the injoying of the Thing granted; and *Warranty* is *Real* or *Personal*; *Real*, as when it concerns Lands or Tenements granted in Fee, for Life, &c. *Theo. of Conv.* 361.

Warenum, (*Latin*) Fallow Ground. MSS.

Warren, is taken for a Place privileged by Prescription or Grant from the King, for the Preservation of Hares, Conies, Partridges, Pheasants, &c. *Terms de Ley* 589. A Person may have a *Warren* in another's Ground, as where one sells or aliens the Land, and yet reserves the Franchise to himself; and such *Warren* may lie open, there being no Necessity for inclosing it, as there is of a Park. 4 Inst. 318.

Waste, is where Tenant for Life, or for

Term of another's Life, Tenant for Years, Tenant in Dower, or Tenant by the Curtesy, does make *Waste* or Destruction upon the Land he holds, to the Damage of the Heir, or him in Reversion or Remainder, that is to say, pulls down the House, or willingly suffers it to fall, cuts down Timber Trees with an Intent to sell them, ploughs up Land that Time out of Mind has not been ploughed, digs Mines of Metal or Quarries of Stone, &c. without Power by express Covenant, or destroys Deer in a Park, Doves in a Dove-House, or Fish in any Pond, &c. in either of which Cases the Heir of the Land, or the Person in Reversion may have a Writ for such *Waste*, and shall thereon recover the Place where the *Waste* is committed, with treble Damages: But if a Person cut down Timber without Licence, and therewith repairs old Houses, that shall be adjudged no *Waste*; though if with that Timber he build a new House, the cutting down of such Timber is *Waste*: Also the cutting down of Underwood, or Willows, which are no Timber, shall not be said to be *Waste*, unless they grow in the Sight or Shadow of the House. *Kitch.* 168. 1 Inst. 52. 5 Rep. 11. *Plowd.* 135.

Water-Gavel, is said to be a Rent paid for Fishing in, or other Benefit received from some River. *Chart.* 15 Hen. 3.

Wed, in the *Saxon* denotes a Covenant or Agreement.

Weld, (*French*) a Plain or Down. MSS.

Wetecroft, a Croft or Close of Wheat. MSS.

Wheelage, signifies a Tribute paid for the passing of Carts and Carriages. *Spelm.* See *Turnpike*.

Whitehart-Silver, according to *Camden*, is a Mulet on certain Lands in or near to the Forest of *White-hart*, which is paid yearly into the *Exchequer*, and was imposed by King Henry the third upon *Thomas de la Linde* for killing a beautiful *White-Hart*, which that Prince had before spared in Hunting. *Camd.* 150.

Wic, is an old *Saxon* Word that properly signifies a Town, Village or Dwelling Place; a Country-House or Farm. 1 Inst. 4.

Widow, denotes a Relict or Woman that is bereft of her Husband. In *London* a Freeman's *Widow* may exercise her Husband's Trade, so long as she continues such. *Chart. K. Cha.* 1.

Will, otherwise termed a *Last Will and Testament*, signifies the Declaration of a Man's Mind and Intent, relating to the Disposition of his Lands, Goods, or other Estate, or of what he would have done after his Death.

Wood,

Witness, is a Person that gives Evidence in any Cause, who is sworn to speak the Truth, the whole Truth, and nothing but the Truth; and such Person is to be indifferent to each Party; for if he will be a Gainer or Loser by the Suit, he shall not be sworn as a *Witness*. 2 Lill. 700.

Wood, is a Place where Trees grow, or rather full of Trees; and the *English Saxons* had such Veneration for *Woods*, that they made them Sanctuaries. It is ordained, that none shall destroy any *Wood*, by turning it into Tillage or Pasture, &c. where there are two Acres or more in Quantity, on Pain of forfeiting 40 s. an Acre, by 35 Hen. 8. c. 17. All *Woods* that are felled at 14 Years Growth, are to be preserved from Destruction for eight Years; and no Cattle put into the Ground till five Years after the felling thereof, &c. 13 Eliz. c. 25. The Burning of *Woods*, or *Underwood*, is declared to be Felony; also those Persons that maliciously cut or spoil Timber-Trees, or any Fruit-Trees, &c. shall be sent to the House of Correction, there to be kept three Months, and whipt once a Month. 1 Geo. 1. c. 48. See 6 Geo. 1. cap. 26.

Wood-corn, is said to be Corn given by the Tenants of some Manors to the Lords for the Liberty to gather up dead *Wood*.

Wood-geld, is taken for the cutting of *Wood* within the Forest, or Money paid for the same to the Foresters; and this Word likewise signifies to be free from such Payment. 1 Co. Inst. 233.

Words, in the Law which may be taken in a common Sense, should not receive a strained or unusual Construction; and such as are ambiguous, are to be construed so as to make them stand with Law and Equity, neither may they be wrested to do wrong: Nevertheless the different placing of the same *Words*, may cause them to have a different Meaning; also where *Words* are either senseless or needless in a Deed, they shall do no hurt, if the same is good and perfect without those *Words*. Hob. 313. 2 Lill. Abr. 711.

Writa, (*Latin*) a Writ, or Half Hide of Land.

Wronglands, is a Name given to ill grown Trees standing on Land that will never prove to be Timber. Kitch. 169.

Wydraught, signifies a Water-Passage or Gutter, and is frequently used in the Covenants for Repairs in old *Leases*.

Y.

Yard-land, is taken to signify a certain Quantity of *Land*, in some Counties being 15 Acres, and in others 20, in some 24, and in others 30 and 40 Acres. *Bract. lib. 2.*

Year and Day, signifies a certain Time that by Law determines a Right, or works Prescription in divers Cases; as in the Case of an *Estray*, if the Owner do not challenge it within that Time, it becomes forfeited to the Lord; so of a Wreck, &c. The like Time is given to prosecute Appeals in; and where a Person wounded dies in a *Year and a Day* after the Wound received, it makes the Offender guilty of Murder, &c. 3 Inst. 53. There is also *Year and Day and Waste*, which is taken to be a Part of the King's Prerogative, whereby he has the Profits of the Lands and Tenements for a *Year and a Day* of those that are attainted of Petty Treason or Felony; and the King may cause *Waste* to be made on the Lands, &c. by destroying the Houses, ploughing up the Meadows and Pastures, rooting up the Woods, &c. unless the Lord of the Fee agree with him for the Redemption of such Waste; afterwards restoring the same to the Lord. *Staundf. Prerog. 44.*

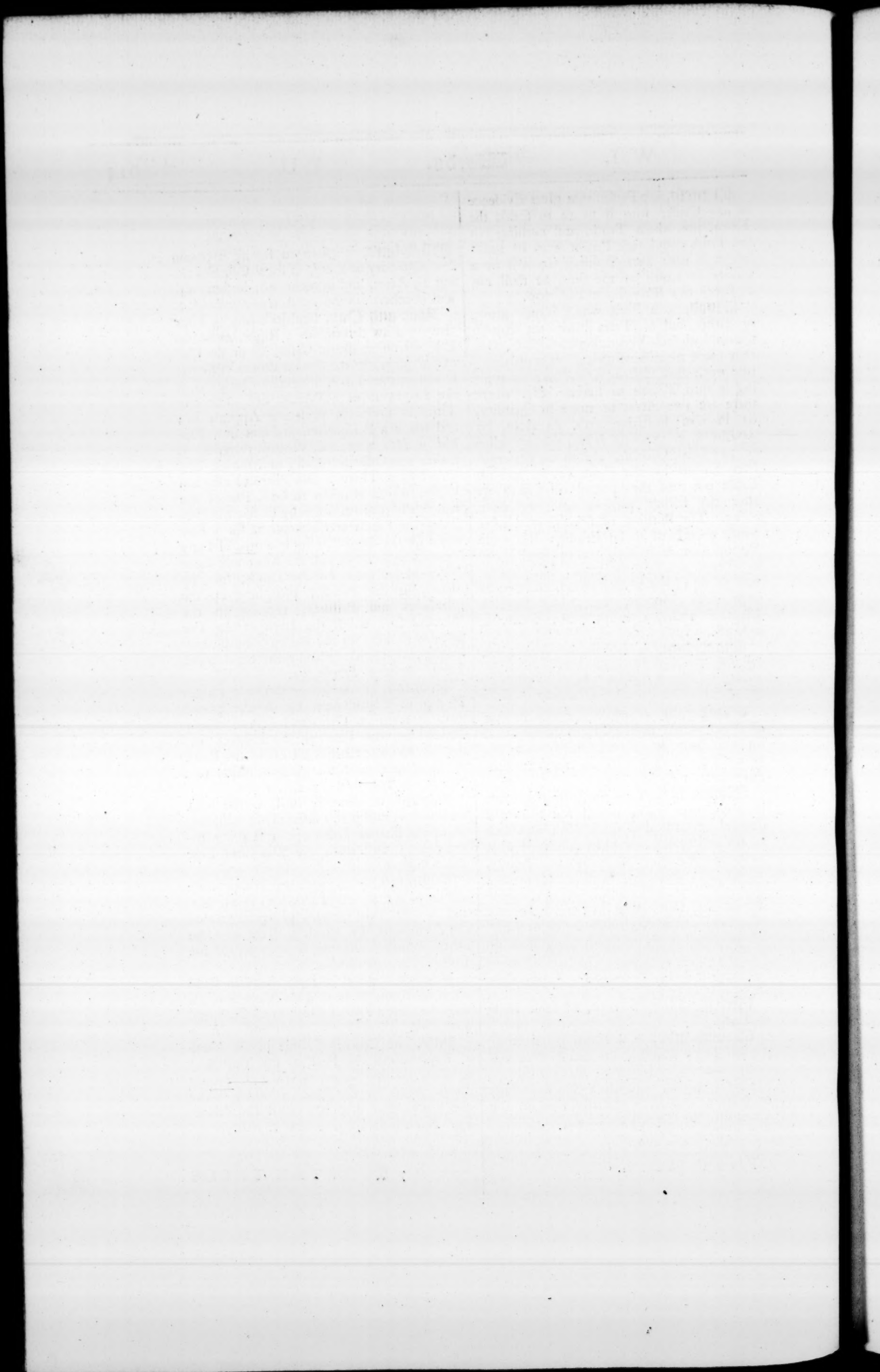
Yeoman, (from the *Saxon*) is a certain Degree of Commoners, by *Camden* placed next in order to Gentlemen: And chiefly Freeholders and Farmers are *Yeomen*; yet this Word comprehends all under the Rank of Gentlemen, and is a good Addition to a Name. 2 Inst. 668. 6 Ric. 2.

Yeoven, as antiently used, is the same with *Given*; and it was inserted instead thereof at the End of Indentures and other Instruments; as *Yeoven* the Day and Year above written.

Yielding and paying, are Words made use of in Leases for Terms of Years, &c. and is that Part thereof, generally termed the *Reddendum*, by which a Rent or some other Acknowledgment is reserved to the Lessor. See *Reddendum*.

Yokelet, denotes a little Farm in some Parts of Kent, so termed on Account of its requiring but a Yoke of Oxen to till the same. *Sax. Dict.*

Yule, the Country People in the North of England call the Feast of the *Nativity of our Lord* by this Name, which is the proper Scotch Word for *Christmas*, at which Time the Sports used there are called *Yule Games*. For *Yule Vacance*, see 1 Geo. 1. c. 8.



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